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October 13, 2015

**VIA ELECTRONIC FILING**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

**Re: Applications of Charter Communications, Inc., Time Warner Cable Inc., and  
Advance/Newhouse Partnership for Consent to the Transfer of Control of  
Cable Television Relay Service Applications, MB Docket No. 15-149**

Dear Ms. Dortch:

Advance/Newhouse Partnership's ("the Company") hereby submits its response to the Commission's "Information and Data Requests to Advance/Newhouse Partnership" ("Requests") dated September 21, 2015.<sup>1</sup> Pursuant to the Joint Protective Order,<sup>2</sup> the attached public version has been redacted for public inspection. The [[ ]] symbols denote where Confidential Information has been redacted, and the {{ }} symbols denote where Highly Confidential Information has been redacted. A Highly Confidential version of these narrative responses is being filed simultaneously under separate cover and will be made available for inspection pursuant to the terms of the Protective Order.

The narrative answers and data submissions respond to the Requests as clarified by previously disclosed discussions between representatives of Advance/Newhouse and the Commission. Based on these conditions, the Commission staff and the parties involved agreed to certain modifications and clarifications of the Requests. These modifications and understandings are as follows:

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<sup>1</sup> See Letter from William T. Lake, Chief, Media Bureau, to Steven J. Horvitz, Advance/Newhouse Partnership, MB Docket No. 15-149 (September 21, 2015).

<sup>2</sup> *In the Matter of Applications of Charter Communications, Inc., Time Warner Cable, Inc., and Advance/Newhouse Partnership for Consent to Assign or Transfer Control of Licenses and Authorizations*, FCC 15-110, MB Docket No. 15-149, Joint Protective Order, (Sept. 11, 2015) ("Joint Protective Order").

**REDACTED – FOR PUBLIC INSPECTION**

Marlene Dortch  
October 13, 2015  
Page 2 of 3

1. The Commission generally requested that the Bates numbers of documents produced to the Department of Justice (“DOJ”) and the Commission be identical except for the prefix and the exclusion from this production of any Video Programming Confidential Information (“VCPI”) that may have been contained in the documents produced to DOJ.
2. Request No. 2 is modified to exclude reference to Request No. 3.
3. Request No. 3 is modified to reflect that the Commission will accept a copy of business and deployment plans in effect for the previous 2-year period with respect to services listed from 3(a) through 3(k), and will not require parties to identify additional “documents.”
4. Request No. 13 is modified to exclude submission of documents regarding any over-the-top (“OTT”) video streaming service that may be offered by another person.
5. Request No. 18 is modified to clarify that the Company is not required to perform an additional search in response to the final sentence of Request No. 18, and that documents submitted to the DOJ in response to a substantially similar Specification will be sufficient.
6. Request No. 19(a) and 19(b) are modified to reflect that the Commission will accept only anonymized information with respect to any MVPD or video programming network.
7. Request No. 19(c) is modified to clarify that information sought is limited to the Company’s internal documents related to the passing through of programming cost savings to subscribers.
8. Request No. 20 is modified to exclude documents solely relating to environmental, tax, human resources, OSHA, or ERISA issues.
9. Request No. 22 is modified to reflect that the Commission will accept responsive documents that were created or received by the Company on or after July 24, 2013.
10. Request No. 27 is modified to reflect that Commission is seeking each iteration of policy, procedure, and practice that the Company had in place during the relevant 2 year time period, and all documents limited to any modifications to those policies.
11. Request No. 32 is clarified that the Commission expects the Company to fully answer subparts (iv) and (viii), and not to rely solely on a similar Specification in the DOJ data request.

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Marlene Dortch  
October 13, 2015  
Page 3 of 3

12. Request No. 69 is clarified that the Commission will accept the Company's current list of databases, and will defer on responses to items (a) – (d).
13. In certain instances, work is ongoing on certain responses and data submissions. These materials will be submitted shortly as they become available. The narrative response notes where that is the case.

The Company has made diligent efforts to ensure that none of the documents it is submitting herewith is privileged under the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. The Company also has made diligent efforts to exclude from the data on this hard drive any Video Programming Confidential Information ("VPCI") as that term is defined by the FCC. To the extent that any privileged documents may have been inadvertently produced, such production does not constitute waiver of any applicable privilege. The Company requests that any privileged documents or VCPI inadvertently produced be returned to the Company as soon as such inadvertent production is discovered by any party, and reserves all rights to seek the return of any such documents.

Please contact the undersigned should you have any questions regarding this submission.

Sincerely,

Steven J. Horvitz

Attachments

cc: Vanessa Lemmé

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**ADVANCE/NEWHOUSE PARTNERSHIP**

**RESPONSE TO THE INFORMATION AND DATA REQUEST ISSUED TO  
ADVANCE NEWHOUSE PARTNERSHIP ON SEPTEMBER 21, 2015  
BY THE FEDERAL COMMUNICATIONS COMMISSION**

**OCTOBER 13, 2015**

**NARRATIVE RESPONSE**

TABLE OF CONTENTS

<u>Response</u>	<u>Page</u>
REQUEST 1.....	1
REQUEST 2.....	5
REQUEST 3.....	6
REQUEST 4.....	9
REQUEST 5.....	10
REQUEST 6.....	16
REQUEST 7.....	17
REQUEST 8.....	20
REQUEST 9.....	21
REQUEST 10.....	22
REQUEST 11.....	23
REQUEST 12.....	24
REQUEST 13.....	26
REQUEST 14.....	27
REQUEST 15.....	28
REQUEST 16.....	29
REQUEST 17.....	30
REQUEST 18.....	31
REQUEST 19.....	32
REQUEST 20.....	33
REQUEST 21.....	34
REQUEST 22.....	35
REQUEST 23.....	36
REQUEST 24.....	37
REQUEST 25.....	38
REQUEST 26.....	39
REQUEST 27.....	40
REQUEST 28.....	42
REQUEST 29.....	43
REQUEST 30.....	44
REQUEST 31.....	45

REDACTED – FOR PUBLIC INSPECTION

REQUEST 32.....	46
REQUEST 33.....	47
REQUEST 34.....	48
REQUEST 35.....	49
REQUEST 36.....	50
REQUEST 37.....	51
REQUEST 38.....	52
REQUEST 39.....	53
REQUEST 40.....	54
REQUEST 41.....	55
REQUEST 42.....	56
REQUEST 43.....	58
REQUEST 44.....	59
REQUEST 45.....	60
REQUEST 46.....	62
REQUEST 47.....	64
REQUEST 48.....	65
REQUEST 49.....	66
REQUEST 50.....	67
REQUEST 51.....	68
REQUEST 52.....	69
REQUEST 53.....	72
REQUEST 54.....	73
REQUEST 55.....	74
REQUEST 56.....	75
REQUEST 57.....	77
REQUEST 58.....	78
REQUEST 59.....	79
REQUEST 60.....	81
REQUEST 61.....	83
REQUEST 62.....	84
REQUEST 63.....	85
REQUEST 64.....	86
REQUEST 65.....	88

REQUEST 66.....	89
REQUEST 67.....	90
REQUEST 68.....	91
REQUEST 69.....	93
REQUEST 70.....	95
REQUEST 71.....	96

**OCTOBER 13, 2015  
RESPONSES OF ADVANCE/NEWHOUSE PARTNERSHIP  
TO THE COMMISSION'S INFORMATION AND DATA REQUEST**

**REQUEST 1. Produce all documents relating to competition in the provision of each relevant service in each relevant area, including, but not limited to, consumer surveys or studies, market studies, forecasts and surveys, and all other relating to:**

- a. sales, market share, number of subscribers, or competitive position of the Company or any of its competitors;**
- b. the relative strength or weakness of persons providing each relevant service;**
- c. the extent to which providers of each relevant service compete with each other;**
- d. supply and demand conditions, including all documents discussing demand elasticity, the impact of price or fee changes, and customer substitution;**
- e. attempts to win customers from other companies and losses of customers to other companies, including:**
  - (i) churn data analysis thereof;**
  - (ii) studies indicating that a customer left or switched to the company because of the absence or availability of particular video programming (including figures on subscribers lost or gained);**
  - (iii) documents relating to the Company's experience or success in obtaining customers through marketing targeted at a particular MVPD or OVD competitor, including the offers made and figures on the amount spent on the marketing effort, the number of new subscribers gained, average churn rates for such subscribers and revenue realized by the company;**
  - (iv) documents relating to the entry, competitive impact, or the Company's response to any OVD, including but not limited to Netflix, Hulu, Amazon Instant Video, Dish Sling TV, Sony Vue, CBS All Access, and HBO Now; and**



- (v) **customer lifetime value, subscriber acquisition costs, costs per gross addition, and subscriber retention costs, including consumer costs incurred in switching to another person’s relevant service, and data and studies analyzing the source of the Company’s new subscribers, why subscribers disconnect service with the Company and the reasons for to switch to or from a relevant service offered by the Company, including but not limited to pricing, quality of service and disputes between the Company and edge providers, CDNs or transit service providers;**
- f. **consumer views or perceptions of MVPDs’ and OVDs’ video programming, including the impact of placing programming in a particular neighborhood or tier, the impact of not offering certain programming, the ability to substitute other programming, the impact of bundling more than one programming network, or the impact of pricing on decisions to purchase video programming or MVPD service, including ratings and consumer surveys relating to video programming offered by the Company;**
- g. **allegations that any person that provides any relevant service is not behaving in a competitive manner, including, but not limited to, customer and competitor complaints; threatened, pending, or completed lawsuits; and federal and state investigations, including any carriage or program access complaints filed against the Company with the Federal Communications Commission pursuant to 47 C.F.R. § 76.1301 et seq. or 47 C.F.R. § 76.1000 et seq.;**
- h. **the Company’s decisions whether to block, stop, limit, hinder, slow, favor, prioritize, or otherwise treat the transmission of any OVD provider’s services or other edge provider content, including the CDN, transit service provider or peer that supports the service, or to favor, prioritize, or otherwise advantage the Company’s relevant service over such competing service. Documents solely relating to unsolicited commercial e-mail (i.e., SPAM) and malicious software need not be produced;**
- i. **any actual or potential effect on the supply, demand, cost, or price of any relevant service as a result of competition from any other possible substitute service or provider;**
- j. **the role of innovation in competition or any actual or potential competition between or among any persons relating to improvements or innovations in features, functions, ease of operation, performance, cost or other advantages to users of the services, including the ability to sell or provide targeted**

- advertising services;
- k. the role of reliability and reputation in competition or any actual or potential competition between or among any persons relating to any relevant service;
  - l. any evaluation or comparison between any relevant service and any other service, including but not limited to the effect or impact of OVD on MVPD, including studies, reports, analyses, and other documents discussing or referring to research conducted or prepared by any consultants, user groups, or other third-parties (such as analyst reports, trade or industry publications);
  - m. any customer preferences or selection criteria relating to the purchase or use of any relevant service rather than any other service, or relating to any relevant service offered by the company rather than any service offered by any other person (including any sales tracking data);
  - n. consumer satisfaction with the Company's relevant services (including all documents relating to plans, policies and procedures for addressing concerns raised by rankings and surveys), and consumer substitution between the Company's Internet access service and DSL service, service using fiber to the node technology, service using fiber to the premises technology, service using satellite technology, and mobile wireless broadband services;
  - o. the Company's experience in obtaining or retaining customers through marketing or promotions targeted at providers of relevant services, geographic areas, types of customers, including the offers made and the amount spent on the marketing effort, the number of new subscribers gained, churn rates for such subscribers, and revenue realized by the Company;
  - p. the characteristics of consumers who are interested in purchasing, or who have purchased, standalone services or bundled services, and the sales, market share or competitive position of the Company or any of its competitors in the sale of standalone services or bundled services;
  - q. any advantage or disadvantage to any person arising from the size of the Company's footprint or its subscribership on its ability: (1) to negotiate interconnection agreements with interconnection partners, edge providers, persons who provide Internet backbone services, persons who provide Internet access service, and transit service providers; and (2) competition with other persons that provide MVPD or Internet access services;
  - r. any benefit, efficiency, advantage, or disadvantage to any person arising from the size of its footprint or its subscribership on its

- ability to negotiate with persons selling or licensing video programming; and**
- s. **the impact of cord shavers (i.e., MVPD customers who have dropped some but not all MVPD service), cord cutters (i.e., former MVPD customers that have cancelled all MVPD service) and cord nevers (i.e., potential MVPD customers that have never signed up for MVPD service) on the Company's marketing, revenues, and profits of each relevant service.**

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 2.** Produce all documents discussing the Company's plans relating to any relevant service and each item listed in Request 3 below, including, but not limited to, business plans; short-term and long-range strategies and objectives; budgets and financial projections (including costs and potential profits); expansion or retrenchment plans; research and development efforts; plans to better manage those services; plans to reduce costs, improve service, introduce new services, or otherwise become more competitive; plans to improve services or service quality; plans to provide the video programming affiliated with the Company or affiliated with any officer, director, or executive of the Company, or any entity sharing officers, directors, executives or attributable interest holders with New Charter, to unaffiliated OVDs, including, but not limited to, the minimum viable scale necessary for entry, the time required to roll out the service, and the steps taken or additional steps that the Company would need to take to launch the service; all effects that the transaction, if consummated, would have on these plans; and presentations to management committees, executive committees, and boards of directors. For regularly prepared budgets and financial projections, the Company need only produce one copy of final year-end documents for each year and cumulative year-to-date documents for the current year.

**RESPONSE:**

Documents responsive to this Request, as modified during discussions with the Commission to remove the cross reference to Request 3, will be produced to the Commission.

**REQUEST 3. Describe, and identify documents sufficient to show, the Company's past and current business and deployment plans with respect to:**

- a. DOCSIS 3.1;**
- b. IP cable and Wi-Fi access;**
- c. mobile wireless broadband services;**
- d. any OVD service inside or outside of the Company's current service area;**
- e. wireless backhaul services;**
- f. build-out to additional homes in your footprint or franchise area, including the Application's claim that the Company will "build out one million line extensions of our networks to homes in our franchise area";**
- g. IP set-top-boxes;**
- h. user interfaces and programming guides for subscribers;**
- i. increasing speeds for Internet broadband services;**
- j. business services; and**
- k. time-shifted and place-shifted video programming.**

**RESPONSE:**

As a general matter, the Company, pursuant to its partnership arrangement with Time Warner Cable ("TWC"), relies upon TWC for the acquisition of video programming, Internet interconnection, transit and peering, OVD interfacing, the purchasing of customer premises equipment and advanced technologies, and the development of next generation services. This arrangement with TWC encompasses many of the services and technologies raised in Request 3. {{

}} Therefore, the Company refers the Commission to TWC's response to Request 3 for information about TWC's business and deployment plans regarding these services and technologies.

The Company provides information below regarding the Company's past or current business and/or deployment plans with respect to the services and technologies identified in Request 3 that is specific to the Company's operations and where the Company does not depend on its arrangement with TWC with respect to such services and technologies.

In addition, the Company provides documents in Exhibit 3 that describe and show in detail the Company's business and deployment plans regarding the services and technologies discussed in this Response. Because of the breadth of the information requested, it would be too complex to summarize the contents of these documents in narrative form. Therefore, the Company attaches these documents as Exhibit 3, and relies upon them in further response to this

Request.

{{

}} Therefore, the Company has no documents, beyond those provided in Exhibit 3, responsive to the Commission’s modified request to produce one copy of each iteration of a “business plan” or “deployment” plan for each of the services and technologies in Request 3 during the relevant period.

- a. The Company has not yet deployed DOCSIS 3.1, {{  
}}
- b. The Company offers BHTV, which allows the Company’s video subscribers to stream and view HD programming on a computer, iPad, iPhone, and Android tablets and phones. The Company does not support third-party devices such as Roku and Xbox. The Company has participated in CableWiFi, in which the Company and other Internet service providers allow each other’s high-speed Internet customers to access more than 400,000 Wi-Fi hotspots.
- c. The Company has not deployed mobile wireless broadband services, {{  
}}
- d. {{  
  
}}
- e. The Company offers wireless backhaul services and its business and deployment plans for that service are described in Exhibit 3.
- f. The Company is not aware of the details of Charter’s plan with respect to the claim in the Application that it will “build out one million line extensions of our networks to homes in our franchise area.” The Company’s build-outs and plans to build-out to additional homes in its franchise areas are described in Exhibit 3.
- g. {{  
}} The Company began deploying QAM-IP hybrid set-top boxes in July 2014, and the Company’s plans with respect to deploying IP set-top boxes are described in Exhibit 3.
- h. {{  
  
}}
- i. In general, the Company has increased speeds for Internet service every 12-18 months. The Company recently began offering a 300 Mbps download speed. The Company’s business plans and deployment plans for increasing speeds for Internet broadband service are described in Exhibit 3.

- j. The Company offers a wide range of business services, and it competes vigorously in this area. The Company's business services, and its business and deployment plans in this area, are described in Exhibit 3.
- k. The Company relies upon TWC with respect to time-shifted and place-shifted video programming such as VOD and TV Everywhere. {{

}}

**REQUEST 4.** Identify each person that has entered or attempted to enter into, or exited from, the provision of each relevant service in each relevant area, from 2005 to the present. For each such person, identify the services it provides or provided; the area in which it provided the services, including whether the person has sold or distributed the relevant service in the United States; and the date of its entry into or exit from the market. For each entrant, state whether the entrant built a new facility, converted assets previously used for another purpose (identifying that purpose), or began using facilities that were already being used for the same purpose.

**RESPONSE:**

The Company refers to: (1) Charter's written response to Request 4 of the Commission's Information and Data Request issued to Charter on September 21, 2015; and (2) TWC's written response to Request 4 of the Commission's Information and Data Request issued to Time Warner Cable on September 21, 2015.

In addition, the Company lists additional entries to, and exits from, the provision of the relevant services in Exhibit 4.



**REQUEST 5. Provide a list of possible new entrants into the provision of each relevant service, stating why the Company believes each person is a possible entrant and what steps they have taken toward entry and submit all documents relating to requirements for entry into the provision of a relevant service, including, but not limited to, research and development, planning and design, production requirements, distribution systems, service requirements, patents, licenses, sales and marketing activities, and any necessary governmental and customer approvals, and the time necessary to meet each such requirement.**

**RESPONSE:**

The Company does not comprehensively track potential new entrants into the video programming distribution business. In addition to the response below, the Company refers to: (1) Charter’s written response to Request 5 of the Commission’s Information and Data Request issued to Charter on September 21, 2015 and (2) TWC’s written response to Request 5 of the Commission’s Information and Data Request issued to Time Warner Cable on September 21, 2015.

**A. Video Programming Distribution**

**1. MVPD**

Entry into the provision of MVPD services has occurred both as the result of existing providers expanding into new service territories — e.g., by telecommunications companies such as AT&T, CenturyLink, and Frontier — and with the entry of new fiber companies — such as Google and the municipal utilities. Expansion and entry into MVPD services from these sectors is likely to continue. The primary source of entry and expansion into the MVPD business in the immediate future is likely to be through the continued expansion of the copper and fiber telecommunications infrastructure as well as fiber-based entrants into new service areas. These firms compete directly with cable MVPDs by offering bundles of video, broadband and (with some exceptions, notably Google) voice services. For telecommunications companies, offering MVPD service goes hand-in-hand with upgrading legacy copper network infrastructures to fiber to the node (“FTTN”) or fiber to the premises (“FTTP”) architectures. Google and some municipalities, among others, are deploying new FTTP networks from scratch.

Entry by new facilities-based MVPDs is likely. For example, Verizon has announced plans to deploy a “mobile first” OTT service “optimized for Verizon’s mobile network” in the third quarter of 2015. Called “Go90,” the basic service will be a free ad-supported service that will include a mix of live events, prime-time television and original web series. Verizon’s decision to offer a mobile OTT service is consistent with ongoing changes in video consumption. The speed at which mobile data is transmitted is increasing at the same time as customer habits are changing, making small mobile screens highly valued by consumers. As a result, wireless MVPDs will likely emerge and expand in addition to wireless OVDs.

## 2. OVD

Future entry into the OVD sector is likely to come from several types of companies, ranging from start-ups to the largest and most sophisticated media and communications firms in the world. The most likely sources of entry include the following:

### a. Start-up OVD providers

Several successful OVD providers launched their OVD services as start-up companies. Given the low barriers to entry for distribution of video on the Internet and the continuing, rapid innovation occurring in technologies and business models, start-up OVDs are likely to continue to emerge on an ongoing basis.

### b. Consumer Electronics Manufacturers

Consumer electronics manufacturers use OVD services in part to stimulate sales of their consumer electronics or diversify their businesses. Manufacturers may also have strong brand recognition and existing marketing and advertising channels that could provide an advantage in starting a new OVD service.

### c. Video Programming Providers

Video programming providers can create an OVD service by allowing online access to their content, either through their own websites or in partnership with existing online video services providers. By doing so, they have the opportunity to distribute content directly to consumers, bypassing traditional distribution platforms. Video programming providers have also demonstrated a willingness to acquire start-up OVDs to jump start their entry into OVD. The Company expects that video programming providers will continue to explore ways to expand distribution of their content via OVDs.

### d. Internet Search Engines, Portals, and Social Networking Sites

Internet-based companies, such as Internet search engines, portals, and social networking sites, are also candidates to enter the OVD business. OVD is complementary to these sites' existing users: online video can be used to attract, retain, and more effectively monetize website users. Internet-based companies are able to use existing servers, network infrastructure, and commercial relationships to facilitate storage and distribution of bandwidth-intensive high-definition online video. In addition, new search engines, Internet portals, and social networking sites are likely to emerge that will also launch OVDs to take advantage of the popularity of online video programming.

### e. Retail Companies

Online and brick-and-mortar retailers also are current and potential entrants into OVD services. Retail companies can use competitive advantages, such as an established Internet presence, customer bases, and existing retail relationships with content providers and electronics

manufacturers to successfully launch a new OVD service. Large retail companies may also have easy access to capital to finance such a venture.

f. MVPDs

Cable operators, telecommunications carriers (i.e., telephone companies), and direct broadcast satellite (“DBS”) companies can each offer their own OVD services. MVPDs already maintain a presence on the Internet, and many already provide interactive online portals that allow their subscribers to view programming over-the-top or to schedule programs for recording on a digital video recorder (“DVR”), among other functions. MVPDs that do not already offer an OVD service, but possess online programming distribution rights or other complementary inputs, are likely candidates for entry into the provision of OVD service.

g. Mobile Wireless

It is likely that mobile wireless providers will become increasingly engaged in video programming distribution. Wireless Internet Service Providers (“WISP”) are beginning to compete in urban areas and, as noted above, wireless services provider Verizon has outlined plans to launch a “mobile first” OVD service “optimized for Verizon’s mobile network.” The rapid growth of mobile video viewing indicates that further entry and expansion by mobile wireless providers such as AT&T, Sprint, and T-Mobile is likely.

3. Requirements and Time Necessary to Enter Video Programming Distribution

The following is a list of what the Company understands to be key requirements for entry and estimates of the approximate times required to meet each requirement.

<u>Requirement</u>	<u>Time Required to Satisfy Requirement</u>
Programming	<ul style="list-style-type: none"> <li>• {{</li> <li>•</li> <li>•</li> </ul>
Distribution System	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>
Marketing and Administration	<ul style="list-style-type: none"> <li>•</li> </ul>

<u>Requirement</u>	<u>Time Required to Satisfy Requirement</u>
	•
	•
Governmental Approvals	•
	•

}}

## **B. Video Programming**

The number of networks, the number of companies providing video programming, and the volume of video programming content created continue to grow exponentially. Firms that have begun to provide new video programming that will be distributed through MVPD and OVDs include not only existing cable network providers, but also movie studios, television production companies, sports teams and associations, and independent content producers. Moreover, new video programming distributed online or by VOD services continues to emerge.

Based on recent trends and on the number of entities that have announced their interest in creating new video programming, and the increasing number of available outlets for video programming, it is likely that new video programmers will continue to emerge and existing programmers will have significant expansion opportunities.

New video programming will be launched to address the changing needs of diverse audiences, evolving interests of the viewing public, and new technologies. More established video programmers are also expanding their offerings, including taking advantage of new technologies to offer innovative programs. Other companies also likely will enter the video programming market to take advantage of new opportunities made available by improved technology.

Existing owners of cable television networks are likely in the future to launch new video programming networks and develop new video programming for distribution in other formats. These owners may also develop new video programming specifically for online distribution. By launching an Internet-based video programming network, an existing video programmer can use existing production assets to develop content to reach specific audiences and broaden their existing reach.

In addition, video programming providers that currently offer only online content might migrate their programming to cable television networks or television VOD services. Sports teams and leagues may also be able to leverage their current fan base to create new video

programming networks.

As described in the response to Request 7 below, the Company operates Bright House Sports Network, Infomas, Bay News 9 and Central Florida News 13. None of these channels are carried by any other MVPD. Accordingly, the Company does not have specific knowledge of the requirements or time delays involved in entering the market for such services.

**C. Internet Access Services**

Potential new entrants into the provision of Internet access services may include telephone companies, technology companies, cable companies, wireless companies, or government municipalities. Each of these types of entities already engages in the provision of a related service, and/or has capabilities or owns assets that are inputs into or complements to the provision of Internet access services. Specifically, these types of entities own or have the capacity to acquire key inputs, such as last-mile distribution infrastructures; the operational capability to operate Internet access services; the ability to access backhaul and interconnection capabilities; and the marketing and administrative capabilities necessary to engage in the provision of Internet access service. Municipalities also have the backing of the FCC's recent Open Internet Order preempting state laws that would limit municipalities from providing Internet access services outside their boundaries.

The following is a list of what the Company understands to be key requirements for entry and estimates of the approximate times required to meet each requirement.

<u>Requirement</u>	<u>Time Required to Satisfy Requirement</u>
Last-mile infrastructure	•
	•
Backhaul and Interconnection	•
Marketing and Administration	•

As innovations in wireless technology lead to faster speeds and greater capacity, other wireless broadband providers are likely to emerge and begin offering high speed fixed and mobile broadband products. Additional spectrum, including the 600 MHz spectrum scheduled to be made available through the FCC’s Incentive Auction scheduled for March 2016, will also reduce entry barriers for wireless broadband providers. These reductions in cost will likely cause reductions in prices for consumers and greater usage of mobile wireless broadband.

**D. Internet Backbone Services**

The Internet backbone service industry, including Internet transit, paid peering and settlement free peering, is dynamic and continues to evolve in response to changes in technology and consumer preferences. Several companies offer combinations of direct peering, transit, and content delivery network (“CDN”) services, and that number is likely to continue to grow. Internet-based companies including Google, Facebook, and Amazon have also begun investing in their own Internet backbone infrastructure. By investing in fiber networks, Internet-based companies may be able to reduce their own content delivery costs and improve performance. As overall Internet traffic increases with the proliferation of high-definition streaming video and other bandwidth-intensive applications, more Internet-based companies are likely to invest in backbone infrastructure and enter into the supply of Internet backbone service.

The Company does not offer Internet backbone services commercially and does not have specific knowledge of the requirements or time delays involved in entering the market for such services.

**REQUEST 6. Identify each person who holds an attributable interest in the Company, and for each identified person, describe: (i) the nature and extent of each attributable interest, including the percentage of each ownership interest and all board representation, management rights, voting rights, or veto power; and (ii) all effects that the transaction, if consummated, would have on the interests described in response to (i).**

**RESPONSE:**

(i) The ownership chart set forth in Exhibit 6 identifies the Company's current ownership structure. Advance/Newhouse Partnership (a New York partnership) has two direct owners / general partners: A/NPC Holdings LLC (99%) and A/NP Holdings Sub LLC (1%). A/NP Holdings Sub LLC is wholly-owned by A/NPC Holdings LLC. As shown in Exhibit 6, A/NPC Holdings LLC is wholly-owned and controlled through a series of intermediary entities by Newhouse Broadcasting Corporation and Advance Publications, Inc. Newhouse Broadcasting Corporation and Advance Publications, Inc. are each controlled by members of the Newhouse family, through direct ownership and family trusts. The current Board members of Newhouse Broadcasting Corporation are: Donald E. Newhouse, Samuel I. Newhouse III, Michael A. Newhouse, and Steven O. Newhouse. The current Board members of Advance Publications, Inc. are Samuel I. Newhouse, III, Steven O. Newhouse, and Michael A. Newhouse.

(ii) The transaction, if consummated, would not affect the Company's ownership. It would, however, affect the Company's ownership of its existing subsidiary, Bright House Networks, LLC ("BHN"). The transaction contemplates A/N contributing all of the outstanding limited liability company membership interests of BHN and property that primarily relate to the BHN business to Charter Communications Holdings, LLC ("Charter Holdings"), a wholly owned subsidiary of Charter Communications, Inc. in exchange for cash and an interest in Charter Holdings.

**REQUEST 7. Identify each video programming network that the Company owns or controls and each video programming network in which the Company or any officer, director, or executive of the Company, or any entity sharing officers, directors, executives with New Charter, holds or will hold an attributable interest and, for each video programming network separately for each month from January 1, 2010, until the present, state (i) the nature, percentage, and extent of each attributable interest in or distribution rights for video programming held by the Company or by an officer, director, or executive of the Company, or by any entity sharing officers, directors, executives or attributable interest holders with New Charter, including but not limited to all board representation, management rights, voting rights, or veto power; (ii) the identity and percentage of each other person holding an interest in the video programming; (iii) how and when the video programming network formed and from whom the interest was acquired; (iv) if the interest was sold or transferred, identify the company or other person acquiring the interest and the rationale for the transaction; (v) total number of subscribers receiving the programming network on the Company’s systems and the total number of subscribers receiving the programming network by MVPD, OVD, or any other distribution arrangement; (vi) identify each MVPD or OVD that carries the programming network, the tier on which it is carried, and the total number of subscribers for each tier; (vii) the total revenues for the programming network from each MVPD and OVD, categorized by subscriber fee, advertising revenue, and other (describe); (viii) total advertising revenue from the video programming network; (ix) the number of minutes per hour granted each MVPD for local ad sales for the video programming network; (x) the margin the Company earns on each video programming network, separate for each MVPD or OVD; (xi) the nature and extent of the Company’s involvement or that of an officer or director of the Company in the management, operation, production, or distribution of the identified video programming; and (xii) all effects that the transaction, if consummated, would have on the interests or relationships described above, including but not limited to each attributable interest in video programming that would be held by New Charter post transaction.**

**Provide responses to subparts (v)-(x) in .csv format.**

**RESPONSE:**

As a preliminary matter, the Company has assumed (consistent with discussions with FCC staff) that this Request is not seeking information regarding BHN owned local origination channels that are offered exclusively on BHN cable systems (e.g., Bay News 9 (Tampa), Central Florida News 13 (Orlando), Infomas, and Bright House Sports Network (“BHSN”). We note that BHSN is not an “RSN,” as defined by the FCC.

Leaving local origination channels aside, the Company itself does not have any ownership in any video programming network. However, BHN has a minimal (non-attributable) interest in the MLB Network, LLC, and an approximately 5% ownership in InDemand, LLC. Moreover, an entity affiliated with the Company, Advance/Newhouse Programming Partnership (“ANPP”) holds a minority ownership interest in Discovery Communications, Inc.



(“Discovery”). In addition, Steven A. Miron, CEO of the Company and ANPP, serves as a Board member of Discovery.

Discovery operates the following programming channels: Discovery, TLC, Animal Planet, OWN (Oprah Winfrey Network), Investigation Discovery, Discovery Family, Science, Destination America, Discovery en Español, Discovery Familia, Velocity, Discovery Life, and American Heroes Channel.

(i) As noted above, the Company (i.e., Advance/Newhouse Partnership) itself has no ownership in Discovery.

ANPP, an entity affiliated with the Company, holds a minority interest { { } } in Discovery. The Company’s affiliation with ANPP is based on overlapping indirect ownership interests. Through a separate series of intervening corporate entities, both the Company and ANPP are ultimately owned by Newhouse Broadcasting Corporation and Advance Publications, Inc.

ANPP appoints three seats on the Discovery Board of Directors (which has ten members in total): currently Robert J. Miron, Steven A. Miron, and S. Decker Anstrom. As noted above, Steven A. Miron is the CEO of ANPP and the Company.

As the holder of Discovery Series A preferred stock, ANPP has approval rights regarding certain matters affecting Discovery, such as any fundamental change in the business of Discovery; a merger, consolidation or other business combination; certain acquisition, disposition, or indebtedness actions; related party transactions unless similar to comparable third party transactions or on arm’s lengths terms; a substantial change in Discovery’s service distribution policy and practices; appointment or removal of the Chairman of the Board or Chief Executive Officer of Discovery; and adoption of Discovery’s annual business plan or any material deviation therefrom.

The ownership interest of ANPP in Discovery has not changed materially since January 1, 2010.

(ii) Discovery is publicly traded on the NASDAQ stock exchange. John C. Malone beneficially owns shares of Discovery stock representing approximately 22% of the aggregate voting power represented by its outstanding stock. Dr. Malone also controls approximately 29% of the aggregate voting power relating to the election of the common stock directors (assuming that the convertible preferred stock owned by ANPP (the “A/N Preferred Stock”) has not been converted into shares of Discovery common stock).

(iii) Discovery was formed on September 17, 2008 as a Delaware corporation in connection with Discovery Holding Company (“DHC”) and ANPP combining their respective ownership interests in Discovery Communications Holding, LLC (“DCH”) and exchanging those interests with and into Discovery (the “Discovery Formation”). As a result of the Discovery Formation, DHC and DCH became wholly owned subsidiaries of Discovery, with Discovery becoming the successor reporting entity to DHC.

Discovery operates the following programming channels: Discovery, TLC, Animal Planet, OWN (Oprah Winfrey Network), Investigation Discovery, Discovery Family, Science, Destination America, Discovery en Español, Discovery Familia, Velocity, Discovery Life, and American Heroes Channel. Discovery also shares voting control of OWN with Harpo, Inc.— however, Harpo holds the operational rights related to programming and marketing. In addition, Discovery holds a 51% controlling stake in Eurosport.

(iv) ANPP has not made a material trade or transfer of its interests in Discovery to third parties during this period. It has participated with Discovery in certain stock repurchases.

(v) The total number of subscribers receiving the Discovery networks on the BHN cable systems is set forth in Exhibit 7. The InDemand service is available to subscribers on all BHN cable systems.

(vi)-(x) Discovery is an independent, publicly traded company. As an independent, publicly traded company, Discovery has expressed concerns regarding the treatment of Video Programming Confidential Information (“VPCI”) in the FCC’s transaction review. Accordingly, the Company respectfully refers the Commission to Discovery with regard to the VPCI sought in this Request.

(xi) As noted in response to 7(i), ANPP, an entity affiliated with the Company, holds three seats on the Discovery Board of Directors. The Company is not directly involved in the management, operation, production, or distribution of Discovery’s programming. ANPP’s representatives on Discovery’s Board (including Steven A. Miron) fulfill their oversight obligations as Board members, but are not directly involved in the management, operation, production, or distribution of video programming.

(xii) The transaction, if consummated, would not have any effect on the Company’s interests or relationships described above.

**REQUEST 8. Identify each RSN in which the Company, or an officer, director, or executive of the Company holds an attributable interest or distribution rights, and for each provide the following information:**

- a. a description of each distribution zone or other geographic area in which the RSN is licensed to MVPDs or OVDs, including a description of each zone’s boundaries and a list of each DMA (identified by name and rank) associated with the distribution zone or area;**
- b. separately for each MVPD or OVD, including but not limited to the Company, that carries or has carried the RSN, the month and year in which the MVPD or OVD began carrying, and if applicable, stopped carrying the RSN; and**
- c. the identity of each MVPD that serves each DMA in which the RSN is offered that does not distribute the RSN and state the reason you do not license the RSN to each identified MVPD.**

**RESPONSE:**

Neither the Company, nor an officer, director, or executive of the Company holds an attributable interest or distribution rights in an RSN. For purposes of this question, the Company has assumed “distribution rights” refers to the legal authority to license third party distributors and not merely the legal authority to perform the programming on a BHN cable system. Accordingly, the Company has no responsive information regarding subparts a, b, and c.

**REQUEST 9.** Describe any discussions and provide all documents relating to deliberations and decisions to create, launch, acquire, or distribute any RSN identified in response to Request 8 or in which the Company, or an officer, director, or executive of the Company, or any entity sharing officers, directors, executives, or attributable interest holders with New Charter, would hold an attributable interest or distribution rights.

**RESPONSE:**

The Company is not aware of any deliberations or decisions regarding RSNs responsive to this Request.

**REQUEST 10.** Identify each instance, including the relevant dates, where an MVPD has discussed with you or any of your officers, directors, or executives raising, threatened to raise, or has raised, a program access complaint as a means to obtain the right to distribute video programming in which you or any of your officers, directors, or executives, or any entity sharing officers, directors, executives or attributable interest holders with New Charter, has an attributable interest or has distribution rights, including via VOD and PPV, and separately for each type of video programming (i.e., standard or high definition), describe:

- a. the nature of the dispute or issue;
- b. the persons involved in the dispute; and
- c. how and whether the dispute or issue was resolved. To the extent the dispute was settled, explain whether the settlement required program access to the complaining party, and produce all documents relating to each instance identified, and any settlement thereof.

**RESPONSE:**

The Company is not aware of any discussions in which an MVPD raised, threatened to raise, or filed program access complaint against the Company during this time period. Accordingly, the Company has no responsive information regarding subparts, a, b, and c.

**REQUEST 11. Provide a list of each agreement currently in effect between the Company and any other person relating to the carriage, licensing, or distribution of any video programming owned by, controlled by, or distributed by the Company, or by any officer, director, or executive of the Company, or by any entity that will share officers, directors, executives or attributable interest holders with New Charter, and produce all documents relating to each negotiation between the Company and any (a) MVPD and (b) OVD for video programming, regardless of whether or not the negotiations resulted in an agreement (formal or informal). Identify each negotiation, and separately for each negotiation, list the date on which the negotiation began, each date on which a term sheet or draft contract was exchanged between the parties, and the date on which the negotiations concluded.**

**RESPONSE:**

The Company has limited interests in video programming. The BHN owned local origination channels (e.g., Bay News 9 (Tampa), Central Florida News 13 (Orlando), Infomas, and Bright House Sports Network (“BHSN”) (see Response 7) are offered exclusively on BHN cable systems. Accordingly, the Company has undertaken no third party carriage arrangements or negotiations relating to the local origination channels.

Also as noted in Response 7, although the Company itself does not have ownership in any other video programming, an entity affiliated with the Company holds a minority interest in Discovery Communications, Inc. (“Discovery”). Discovery is an independent, publicly traded company. The Company is not directly involved in the management, operation, production, or distribution of Discovery’s video programming. The Company has undertaken no third party carriage arrangements or negotiations relating to Discovery. As an independent, publicly traded company, Discovery has expressed concerns regarding the treatment of VPCI in the FCC’s transaction review. Accordingly, the Company respectfully refers the Commission to Discovery with regard to this Request.

**REQUEST 12. Identify each instance in which the Company analyzed or considered introducing or acquiring an OVD service (including in-footprint service or out-of-footprint service) and for each such instance:**

- a. describe the timing of the analysis or consideration;**
- b. describe the service, including content, projected prices, and customers to which it would be offered, including whether the intended customers would be existing customers, other customers within your footprint, and customers outside your footprint;**
- c. discuss any decision made and the reasons for the decision or factors considered;**
- d. identify all employees or agents of the Company involved in the analysis or consideration;**
- e. provide all documents related to the analysis and consideration;  
and**
- f. identify documents sufficient to support your answers for each (a), (b), (c), and (d) above.**

**RESPONSE:**

Pursuant to its partnership arrangement with TWC, the Company relies on TWC for its provisioning of BHN’s “TV Everywhere,” (providing direct streaming from various programming content providers to BHN video subscribers) and the “Bright House TV” app (offering live television for in-home viewing on tablets and phones). {{

}} For purposes of responding to this Request, the Company is addressing its activities related to TV Everywhere and the Bright House TV app.

{{

c.

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d. Kristi Kramersmeier is principally involved in matters related to the services provided by TWC that compose TV Everywhere and the Bright House TV app.

e. {{

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f. Documents responsive to this Request are submitted in Exhibit 12.



**REQUEST 13. Submit all documents discussing: the CBS All Access service; Comcast's Stream service; DISH's Sling TV service; HBO Now; Sony Entertainment Network's Vue service; or any over-the-top video streaming service that may be offered by you or another person.**

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 14. Describe, and provide documents sufficient to show, how the Company determines whether to carry a particular non-broadcast programming network on its own systems, in what geographic areas and on which tiers that network would be carried, including the extent to which carriage decisions are made at the corporate level or by an individual system manager (include the identity of specific decision makers), and factors considered by the Company in making its carriage decisions. Explain and provide examples of how the Company evaluates potential replacements for any non-broadcast programming network, including, but not limited to: (i) the geographic areas in which it will offer the replacement non-broadcast programming network; (ii) the metrics used; and (iii) how the Company evaluates potential subscriber losses for not carrying a specific non-broadcast programming network in a market.**

**RESPONSE:**

Pursuant to its long-established Services Agreement with TWC, BHN relies primarily on TWC to address programming arrangements. TWC directly negotiates with non-broadcast programming networks and includes BHN in its programming agreements. {{

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BHN understands that TWC's programming decisions are not made according to a rigid formula, and BHN defers to TWC's response to this Request.

To the limited extent that BHN makes independent programming decisions, those decisions are based on a combination of quantitative and qualitative factors and cannot be reduced to simple metrics. {{

}} The benefits of adding new programming services or retaining existing programming services are balanced against bandwidth and pricing limitations. BHN's video operations face considerable competition, and BHN may consider how its programming line-up compares with competitors. Kristi Kramersmeier, Corp. VP, New Product Development, is the BHN executive principally involved in programming decisions, and Ms. Kramersmeier reports to BHN President Nomi Bergman.{{

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**REQUEST 15.** List and describe all requests for program carriage that were denied and, for each request, state:

- a. the date of the request and the reasons why you denied the request; and
- b. the identity of the video programming at issue including the genre of the video programming (i.e., RSN, news, educational, general entertainment, etc.) offered.

**RESPONSE:**

As explained in response to Request 14, the Company generally relies on TWC to acquire video programming for BHN. If a programmer approaches the Company, the Company typically directs the programmer to TWC. Accordingly, the Company defers to TWC's response to this Request.

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}} With that said, BHN is aware of a few instances during the relevant time period where a programmer that could be carried pursuant to an existing TWC program carriage agreement met with BHN seeking carriage and has not yet secured such carriage. Those programmers are identified in Exhibit 15.

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**REQUEST 16.** Identify each instance, including the relevant dates, where a video programmer has discussed with the Company or an officer, director, or executive of the Company raising, threatening to raise, or having raised, a program carriage complaint as a means to obtain carriage of video programming, and separately for each type of video programming (i.e., standard or high definition), describe and produce documents sufficient to show:

- a. the nature of the dispute or issue;
- b. the persons involved in the dispute; and
- c. how and whether the dispute or issue was resolved. To the extent the dispute was resolved or settled, explain whether the resolution or settlement required you to provide program carriage to the complaining party, and produce one copy of each agreement or settlement that ended the dispute.

**RESPONSE:**

The Company has not identified any discussions in which a video programmer raised, threatened, or filed a program carriage complaint against the Company during this time period. Accordingly, the Company has no responsive information regarding subparts a, b, and c.

**REQUEST 17. Produce all documents relating to the Company's consideration, analysis of, or decision to carry or not carry TWC SportsNet, TWC Deportes, TWC SportsNet LA, TWC Sports Channel (collectively TWC RSNs), including but not limited to all documents relating to negotiations with TWC, all communications with any other person relating to carriage of TWC RSNs, and analysis of the effect of carrying any of the TWC RSNs on the Company (such as any effect on subscriber acquisition or retention).**

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 18. Identify each communication between the Company and any other MVPD regarding distribution of any video programming other than video programming owned by a party to the communication. Describe each communication, including subject matter, information provided by the Company or received by the Company, any other MVPDs mentioned, and future plans or strategies discussed in the communication. Provide all documents containing or reflecting any communication between you and any other MVPD relating to the distribution of any video programming, including but not limited to RSNs, other than video programming owned by a party to the communication.**

**RESPONSE:**

As noted in Response to Request 14, the Company generally relies on TWC to acquire video programming for BHN. Other than communications with TWC regarding such programming arrangements, and communications concerning the transaction, the Company is unaware of discussions with other MPVD providers regarding the distribution of any video programming other than video programming owned by a party to the communication.

**REQUEST 19.** Identify each instance since January 1, 2010, in which the Company obtained a reduction in the per-subscriber fee paid for any programming (including through the acquisition or sale of or affiliation with any MVPD or video programming network) and for each such instance: a) describe the circumstances; b) state whether the Company passed through cost savings to residential subscribers as lower monthly fees, moving the network to a less costly tier, or in any other way; and c) produce all documents discussing cost savings, including how they were passed through to subscribers.

**RESPONSE:**

The Company is unaware of any instance since January 1, 2010 in which the Company obtained a reduction in the per-subscriber fee being paid for any programming. Accordingly, the Company has no responsive information for subparts a, b, and c.

**REQUEST 20.** Submit all documents relating to any plans of, interest in, or efforts undertaken by the Company or any other person for any acquisition, divestiture, joint venture, alliance, or merger of any kind involving the sale of any relevant service other than the Transaction. Describe, and identify documents sufficient to show each instance when the Company attempted to partner with another MVPD to achieve joint objectives, including but not limited to, attempts to launch or deploy a coordinated or joint OVD service, business services, reciprocal access to Wi-Fi networks, out of home data access service, or mobile wireless service (e.g., sales agent, reseller, mobile virtual network operator). In the description, state the results of each instance and the reasons for its success or failure.

**RESPONSE:**

Documents responsive to the request for documents in the first sentence of Request 20 will be produced to the Commission.

The Company has attempted to partner with another MVPD to achieve joint objectives in the following instances:

*Canoe:* Canoe Ventures was a joint venture launched by MVPDs including BHN in 2008 to offer advanced advertising services (primarily interactive advertising, but also addressability, and VOD insertion). Canoe encountered numerous challenges due in part to varying degrees of digital capabilities and other technology differences across the cable companies. The joint venture launched an Interactive TV product in 2010 that allowed viewers to request more information, coupons or product samples. However, acceptance of the service was limited and the joint venture ceased the interactive operations in 2012.

*CableWiFi:* The Company has participated in Cable Wifi, in which the Company and other Internet service providers allow each other's high-speed Internet customers to access more than 400,000 Wi-Fi hotspots nationwide.



**REQUEST 21. Describe, and produce all documents relating to your:**

- a. plans with respect to television set-top boxes;**
- b. plans to enable or permit the use of third party applications on set-top boxes;**
- c. criteria for determining which third party applications to permit or enable;**
- d. plans for developing set-top-boxes, programming guides, recommendation software, and user interface systems; and**
- e. policies and plans to integrate OVDs into the Company's set-top box, programming guide, or recommendation software, including your criteria for determining which OVDs to integrate.**

**Identify documents sufficient to support each of your answers.**

**RESPONSE:**

Pursuant to its partnership arrangement with TWC, the Company relies on TWC for the development and purchasing of set-top boxes. The programming of set-top boxes is handled entirely by TWC as part of its ongoing arrangement with the Company. The Company's agents then install these programmed set-top boxes for customers. As such, BHN refers the Commission to TWC's written responses to Request 23 of Commission's Information and Data Requests issued to Time Warner Cable on September 21, 2015.

To the extent that the Company has documents responsive to this Request, such documents will be produced to the Commission.

**REQUEST 22. Describe, and produce all documents relating to, reflecting, or describing, the Company's pricing of integrated and unintegrated cable modems, and billing policies and practices, in effect at any time between January 1, 2012 and the present.**

**RESPONSE:**

In January 2012, BHN began to apply a separate monthly modem charge. The initial monthly modem charge was \$2.00. Prior to that time, BHN did not apply a modem charge. In January 2012, the monthly modem charge was applied to all new customers who ordered new service requiring a modem. In March 2012, the Company began to apply the charge to existing customers of both bundled and a la carte services requiring a modem who were not subject to any pricing promotion. Customers whose pricing was subject to a promotional campaign were charged the monthly modem charge when the applicable promotional pricing expired.

In March 2013, the monthly modem charge became \$3.50.

In March 2014, the monthly modem charge became \$4.00

At all relevant times, BHN customers were able to use their customer owned modems to receive service. BHN does not charge customers who used their own modems and did not use BHN owned modems a separate monthly modem fee. BHN formalized this policy in writing on its website in September 2012. The monthly modem fee also does not apply to bulk HSD customers, BHN employees, and BHTV customers who did not receive Internet access service from BHN.

The monthly modem charge was applied in response to market conditions. When BHN began to apply the charge, BHN's competitors had already begun charging modem fees. The changes in the amount of the charge over time have been in response to similar changes by BHN's competitors.

Documents responsive to this Request, as modified during discussions with the Commission to seek documents for the period identified in Instruction No. 1, will be produced to the Commission.

**REQUEST 23.** Separately for each cable modem billing policy or practice identified state:

- a. when the Company established the policy or practice and the reasons for the policy or practice and altering or abandoning any prior policy or practice;
- b. any change to the policy or practice that has occurred at any time since January 1, 2012, including but not limited to, the date when the change in policy or practice took effect and the reasons for the change; and
- c. all effects that the transaction, if consummated, would have on any policy or practice.

**RESPONSE:**

The Company incorporates by reference as if fully set forth herein its response to Request 22.

With respect to subpart c, the Company refers the Commission to Charter for this information.

**REQUEST 24.** State whether, at any time since January 1, 2012, you have included a separate line-item fee for a cable modem that the Company leases, sells, or otherwise provides to Internet access service subscribers on the subscriber's bill. If so, state the amount and frequency of the fee for each cable modem model and provide documents sufficient to show such charges as they were reflected on subscriber bills.

**RESPONSE:**

The Company incorporates by reference as if fully set forth herein its response to Request 22.

Documents sufficient to show charges for cable modems as they were reflected on subscriber bills are submitted herewith in Exhibit 24.

**REQUEST 25.** State whether, at any time since January 1, 2012, you have provided any service discount or account credit to an Internet access service subscriber that uses a non-Company- provisioned cable modem, and if so, the amount and frequency of that discount or credit. Provide documents sufficient to show such charges as they were reflected on subscriber bills.

**RESPONSE:**

As described in the Company's response to Request 22, the Company's policy is that a cable modem charge is not applied to a subscriber who uses a non-company provisioned (customer owned) cable modem. The cable modem charge is applied only to customers who use a BHN owned cable modem. Discounts for services do not depend on whether the subscriber uses a BHN owned cable modem or a customer-owned cable modem.

**REQUEST 26.** Produce all documents presented to or in the possession of your officers, directors, or executives relating to subscriber access to edge provider content that reference: (i) congestion experienced while using the Company's Internet access service; (ii) whether, how and how much the quality of service of the Company's Internet access service affects subscriber churn and retention and the acquisition of new subscribers; and (iii) how subscriber demand for edge provider services affects demand for Internet access service.

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 27. Describe, and produce all documents relating to the policies, procedures and practices the Company follows in processing trouble or incident reports from edge providers or subscribers concerning the Company's Internet access services.**

**RESPONSE:**

Internet Access Service Providers. BHN's customers can receive Internet access services support by calling live agents (available 24 hours a day, 7 days a week), chatting with agents via BHN's website, communicating with BHN through Twitter, or by utilizing BHN's Facebook page. In addition, self-service options are available on BHN's website and through BHN's Interactive Voice Response system. If customers forget their Wi-Fi credentials or would like to reset them, they may access the BHN Mobile Application on their smartphones for self-service support.

*Process Flow Summary.* {{

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*Executive Escalations:* {{

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Edge Providers. Pursuant to the Company's partnership arrangement with TWC, BHN relies on TWC's Internet backbone, "T-bone." BHN connects to TWC's T-bone at T-bone nodes in order to serve BHN's local markets. In addition, TWC provides BHN with interconnection services pursuant to the BHN's agreement with TWC. BHN does not maintain its own peering or interconnection services, and BHN does not have any direct relationship with any edge providers. BHN relies on TWC's relationships with edge providers, and TWC manages those relationships. Accordingly, BHN does not have any policies, procedures, or practices for processing trouble or incident reports from edge providers as TWC would be responsible for handling any such reports. The Company refers to the Commission to TWC's written response to Request 29 of the Commission's information and Data Request issued to TWC on September 21, 2015, with respect to edge providers.

Documents responsive to this Request will be produced to the Commission.



**REQUEST 28. Submit:**

- a. one copy of the Company's Form 477 data filing for December 2013, June 2014, and December 2014, and, for the duration of this proceeding, supply any updates to these data or any new data filings; and
- b. one copy of the Company's December 2013 and June 2014 State Broadband Initiative data and, for the duration of this proceeding, any updates to these data or any new data filings.

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 29.** Describe the Company's former, current and future plans to enter term contracts with subscribers or impose early termination fees in connection with cable services, whether sold as bundled services or standalone services, including:

- a. description of any term contracts or early termination fee policies implemented Company-wide;
- b. a description of all contract and early termination fee test or pilot programs conducted by the Company;
- c. a description of the results and findings of these test or pilot programs, including any increase in contract adoption by customers in test or pilot program areas versus those not in such areas;
- d. a description of any future term contract or early termination fee test or pilot programs; and
- e. a description of any planned Company-wide initiatives to use contracts or early termination fees.

**RESPONSE:**

The Company has not entered into term contracts with subscribers or imposed early termination fees in connection with cable services, and the Company has no plan to do so.

**REQUEST 30.** For each relevant service, standalone services and bundled services, produce (i) one copy of all current selling aids and promotional materials; and (ii) all documents discussing marketing or advertising plans and strategies.

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 31. Produce all documents created or received by the Company relating to or discussing the Company's or any person's prices; pricing plans; pricing policies; pricing lists; pricing forecasts; pricing strategies; pricing analysis; introduction of new pricing plans or promotions; bundled pricing, including analysis of the profitability of bundles and their impact on customer retention; and pricing decisions relating to each relevant service.**

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 32. Describe, and produce all documents relating to, data caps and usage-based pricing of residential broadband services, including but not limited to: (i) data caps imposed for each tier of Internet access service in any relevant area, the criteria used for imposing the data caps and the criteria used to set the data cap thresholds; (ii) the size of the data cap and the price of Internet access service both with and without the data cap; (iii) the Company's use of usage-based pricing (UBP) and the rationale for the Company's imposition of UBP; (iv) non-BIAS data services, including video programming subject to, and not subject to, a data cap; (v) the cost, detriments and benefits to the Company and to the Company's residential subscribers of offering Internet access service with data caps or UBP, including the effect of the data caps or UBP on the Company's network; (vi) the effect of the data cap or UBP on customer's behavior (e.g., downloading of OVD content, purchase of the Company's PPV and VOD services); (vii) the effect of the data cap or UBP on competition for any relevant service and persons who provide video programming; (viii) whether different data cap or UBP trials are planned, and if so, a description and timetable for each; and (ix) the findings or results of all trials, studies, or research related to data caps or UBP.**

**RESPONSE:**

The Company has never implemented data caps for residential broadband service, nor has the Company ever implemented usage-based pricing (UBP) of residential broadband service. The Company has not conducted any trials, study, or research regarding the implementation of either data caps or UBP for residential broadband service and the costs, benefits, and detriments that data caps or UBP for residential broadband service could have on the Company and the Company's residential subscribers. The Company does not plan to conduct any such trials, studies, or research of either data caps or UBP for residential broadband service. The Company has monitored trends in the industry relating to data caps and UBP, including monitoring whether data caps or UBP might become industry standard.

To the extent that the Company has documents responsive to this Request, such documents will be produced to the Commission.

**REQUEST 33.** For each ZIP code in which the Company engaged in UBP, provide: (a) the beginning and end date for when UBP was effective; (b) the rules describing the UBP plan (maximum usage allowance, fee for usage over the allowed amount, etc.); (c) the percentage of the Company's Internet access service subscribers that were subject to UBP; (d) the revenues that the Company received from subscribers that exceeded their data usage allowance in the month; (e) the number of subscribers that exceeded their data usage allowance in the month; and (f) the average and median number of gigabytes that users exceeding their data usage allowance used.

**RESPONSE:**

As explained in response to Request 32, the Company has not engaged in UBP and therefore does not has information responsive to this Request.

**REQUEST 34. Describe, and produce and identify documents sufficient to show: (a) any practices and initiatives in which the Company contacted its Internet access service subscribers relating to the subscriber's volume of usage of the Company's Internet access service; (b) any actions taken as a result of the subscriber's excessive consumption of the Company's Internet access service; and (c) how the practice described in subpart (a) impacted the subscriber's usage of the Company's Internet access service. In your description, indicate the threshold or amount of bandwidth usage or consumption that triggers this contact.**

**RESPONSE:**

The Company has not engaged in any practice or initiative described in part (a) of Request 34, and, therefore, the impacts described in part (c) of the Request are not applicable. The Company has not taken any actions described in part (b) of Request 34. As a result, the Company does not believe that it has any information or documents responsive to this Request. See Response to Request 32, above.

**REQUEST 35. Describe, and produce and identify documents sufficient to show, the Company's current or past implementation or trials of UBP for residential Internet access service in any relevant service area.**

**RESPONSE:**

As explained in Response to Request 32, above, the Company has not implemented any trial of UBP for residential Internet access service in any service area. As a result, the Company does not have any information or documents responsive to this Request.



**REQUEST 36 Describe, and provide and identify documents sufficient to show, BHNs' history of independently negotiating interconnection agreements. Include in the description a list of all those parties with which BHN has independently negotiated interconnection agreements.**

**RESPONSE:**

Based on the Company's reliance on TWC under the existing partnership arrangement, the Company has not independently negotiated interconnection agreements. Interconnection services are provided to BHN by TWC pursuant to the company's agreement with TWC. Accordingly, BHN does not maintain its own peering or interconnection services. TWC manages all interconnection relationships with CDN providers and provides Internet transit from T-bone nodes to BHN's local markets. BHN provides only local market connectivity. As a result, the Company does not believe that it has any documents responsive to this Request.

**REQUEST 37.** The “Charter Communications IP Interconnection Policy and Requirements” attached to Charter’s July 15, 2015 ex parte filing states that for potential interconnection partners to qualify under the Policy, they “must interconnect at each of the Charter points of presence (each a “POP”) listed below and at any additional Charter POP within 90 days of the establishment of such new POP.”

- a. Identify the POPs where New Charter’s interconnection partners will be required to interconnect in order to qualify;
- b. Describe whether and how the TWC and Bright House POPs will be added to the list of POPs where an interconnection partner must interconnect with New Charter in order to qualify; and
- c. Explain what the requirements for interconnection under the policy will be in situations where there is more than one POP in a city or other geographic location. In such cases, explain whether the interconnection partner must, in order to qualify, interconnect at each POP or at only one of the POPs and whether the interconnection partner must deliver 3 Gbps to each of the multiple POPs, or whether the traffic shows the Company’s minimum can be met on a per city or other geographic location basis.

**RESPONSE:**

The Company did not participate in the formulation of the “Charter Communications IP Interconnection Policy and Requirements” about which this Request seeks information, and the Company is not aware of any information requested regarding the policy or Charter’s plan to implement the policy. The Company, therefore, refers the Commission to Charter’s written response to Request 62 of the Commission’s Information and Data Request issued to Charter on September 21, 2015.

**REQUEST 38. Produce all documents and databases from which data was provided to, reviewed by, relied upon, or referred to by Scott Morton in her declaration.**

**RESPONSE:**

Because the Company did not provide documents or other information directly to Dr. Scott Morton, the Company refers to Charter's written response to Request 65 of the Commission's Information and Data Request issued to Charter on September 21, 2015.

**REQUEST 39.** Dr. Scott Morton states, “It is likely that some of the OVD services are complements to traditional video services for many subscribers, not substitutes. The ability to watch past seasons of a series, for example, can spur a subscriber’s demand to view the current season.” June 24, 2015 Scott Morton Declaration at ¶ 58. Dr. Scott Morton notes findings that “consumers are not currently substituting traditional television for Netflix.” *Id.* Identify each OVD service that is a complement to traditional video service. Identify each OVD service that is a substitute for traditional video service. Describe in detail, and provide all documents relating to, whether and the extent to which online video services that offer significant current season content, including but not limited to Hulu (free service and subscription service), Amazon Instant Video, CBS All Access service, DISH Network’s Sling TV service, HBO Now, Netflix, and Sony Entertainment Network’s Vue service, are substitutes for, or complements to, the Company’s video services. Describe in detail, and provide all documents relating to, whether, and to the extent which, online video services that offer bundles of live channels (e.g., DISH’s Sling TV, Sony’s Vue) compete against your video services or other MVPD’s video services.

**RESPONSE:**

Dr. Scott Morton’s report is based on her own conclusions after reviewing the relevant data. Based on her qualifications, Dr. Scott Morton is in a better position to categorize services that are substitutes to traditional television. To the extent that the Company has documents that are responsive to this Request, they are being produced, either through Company’s production of documents or Charter’s production of documents, or both. Additionally, the Company refers to Charter’s written response to Request 66 of the Commission’s Information and Data Request issued to Charter on September 21, 2015.

**REQUEST 40.** Explain, and provide and identify all documents, studies, surveys, forecasts, or estimates that substantiate the claim on page 12 (paragraph 37) of the Dr. Scott Morton Declaration that “each firm’s profitability and future success depends far more on its broadband business than its video business.”

**RESPONSE:**

Dr. Scott Morton’s report is based on her own conclusions after reviewing the relevant data, as cited in her report. To the extent that the Company has documents that are responsive to this Request, they are being produced, either through Company’s production of documents or Charter’s production of documents, or both. Additionally, the Company refers to Charter’s written response to Request 67 of the Commission’s Information and Data Request issued to Charter on September 21, 2015.

**REQUEST 41. Explain in detail the claim made in the Dr. Scott Morton Declaration that New Charter would be willing to use its “broadband business” to promote OVDs and other edge providers given the potential impact on the Company’s video business and identify all documents, studies, surveys, forecasts, or estimates that Dr. Scott Morton relied upon to reach the claim.**

**RESPONSE:**

Dr. Scott Morton’s report is based on her own conclusions after reviewing the relevant data, as cited in her report. To the extent that the Company has documents that are responsive to this Request, they are being produced, either through Company’s production of documents or Charter’s production of documents, or both. Additionally, the Company refers to Charter’s written response to Request 68 of the Commission’s Information and Data Request issued to Charter on September 21, 2015.

**REQUEST 42.** At page 27, the Application asserts that New Charter will make wireless a larger piece of its broadband strategy by establishing “widespread, consumer-friendly out-of-home Wi- Fi networks.” Paragraph 15 of the Winfrey Declaration states that “New Charter also will evaluate the merits of leveraging in-home routers as public Wi-Fi access points and will have greater resources to devote to such a strategy.” Describe and explain in detail, and identify documents that support and demonstrate:

- a. the Wi-Fi technology you plan to deploy and provide the number of in-home and the number of out-of-home Wi-Fi access points and their locations — in .csv format — by census block and latitude and longitude;
- b. your plans both with and without the transaction to expand both in- and out-of-home Wi-Fi access points, including your coverage and capacity objectives;
- c. how the transaction will allow New Charter to invest more efficiently in the technology and infrastructure to support delivery of a Wi-Fi network;
- d. how construction of your Wi-Fi network will enable New Charter to make wireless a larger piece of its broadband Internet access service strategy;
- e. why, and to what extent, leveraging in-home routers as public Wi- Fi access points is a benefit and will be part of New Charter’s Wi- Fi network;
- f. whether and why New Charter would have “greater resources to devote to such a strategy;” and
- g. the services and products against which New Charter’s Wi-Fi access points will compete, including the identity of New Charter’s largest anticipated competitors.

**RESPONSE:**

The Company presently does not deploy in-home routers as public Wi-Fi access points. The Company is not aware of the details of Charter’s plans for the combined entity (“New Charter”). Accordingly, the Company defers its response to sub-parts (c) through (g) of this Request and respectfully refers the Commission to Charter’s written response to those sub-parts of the Commission’s Information and Data Request 74 issued to Charter on September 21, 2015.

For Public Wi-Fi deployment, the Company is deploying and has deployed IEEE working standard 802.11b, 802.11n, and 802.11ac wireless routers in its network. For indoor access points supporting public Wi-Fi, the company has a preference to deploy the newer 802.11ac MIMO access points with Secure SSID in new locations and replace older access

points with 802.11ac MIMO models in a re-design and upgrade of the Company's Wi-Fi access points. Data and subscriber usage details are set forth in "Public Wi-Fi Usage Trends," Exhibit 42. The locations of the Company's access points can be found using an application on mobile devices available to the Company's subscribers. A listing of the locations of the Company's approximately 53,000 Wi-Fi access points (as of October/15) is provided in Exhibit 42 in .csv format. The Company's Public Wi-Fi Access Points are all out-of-home and either mounted at outdoor locations or indoors at the premises of small-to-medium businesses ("SMB") where those "hot spots" are available to the public (non-subscribers) in those SMBs. The Company plans to continue adding outdoor and SMB Wi-Fi access points and upgrading existing access points with or without the transaction and increase coverage and capacity. The Company has tentative plans to test in-home public hotspots in a trial in the near future.



**REQUEST 43.** Applicants assert that the post-transaction scale and more geographically aligned footprint will create increased opportunities for advertising customers to address broader regional audiences on multiple screens, and improve the business case for investment in developing more advanced advertising services, such as addressable advertising and dynamic ad insertion. Describe and explain in detail and identify documents that support and demonstrate:

- a. how and to what extent “advertisers that want to reach subscribers spanning a combination of Charter, TWC, or BHN” will benefit by the transaction, including their estimated savings or benefits;
- b. how and to what extent “advertisers that want to reach subscribers spanning a combination of Charter, TWC, or BHN” do not contract with you because of the transaction costs associated with buying advertising from “two or three cable MSOs” instead of a “single MSO”;
- c. how and why the transaction will increase opportunities for advertising customers, including whether the transaction will increase the total number of avails or number of avails per hour;
- d. how and why the alleged opportunities for advertising customers to address broader regional audiences on multiple screens and improvements in advanced advertising is a transaction specific benefit as compared to other options, such as partnering, participating in advertising interconnects, or other coordinated advertising efforts; and
- e. whether and how, as a result of the transaction, New Charter will reduce its participation in advertising interconnects or NCC Media, or reduce the number or proportion of avails it will contribute to interconnects and if so to what extent.

**RESPONSE:**

The Company is not aware of the details of Charter’s plans for the combined entity (“New Charter”). Accordingly, the Company defers its response to this Request and respectfully refers the Commission to Charter’s Response 75 to the Commission’s Information and Data Request issued to Charter on September 21, 2015. To the extent that the Company has documents responsive to this Request, such documents will be produced to the Commission.

**REQUEST 44.** Produce all documents (except engineering and architectural plans and blueprints) discussing any plans of the Company or any other person for the construction or deployment of new facilities or equipment, closing of existing facilities, or the expansion, conversion or modification (if such modification has a planned or actual cost of more than \$1 million) of current facilities for providing each relevant service in each relevant area.

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 45** Describe and explain in detail and provide all documents relating to the effect of the proposed transaction on the Company's investment of resources in communications security and the Company's existing cybersecurity technologies and practices, including:

- a. the extent to which the proposed transaction would improve service quality and management of communications security and reliability risks in general;
- b. whether, and to what extent, the combined entity plans to utilize the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity;
- c. cybersecurity risk management challenges and improvements associated with the transaction, including combining network infrastructure, enterprise risk management functions, procurement processes, and communications security personnel; the current states and target states of cybersecurity risk management; and present cybersecurity gaps, and any actions, policies, and timeframes identified to close the gaps;
- d. the methods and technologies the combined entity will use to enable real-time awareness of cyber risk across its combined network; and
- e. how the combined entity will enhance communications security for its own customers and for the overall broadband ecosystem, including but not limited to the performance, integrity, and reliability of public safety communications imperatives that may rely on its networks or applications, such as E911, NG911, text-to-911, and emergency alerts.

**RESPONSE:**

The Company is not aware of the details of Charter's plans for New Charter. Accordingly the Company defers its response to sub-parts (a)-(b) and (d)-(e) of this Request, and respectfully refers the Commission to, and incorporates by reference as if fully set forth herein, Charter's response to Request 77(a)-(b) and (d)-(e) of the Commission's Information and Data Request issued to Charter on September 21, 2015. The Company's response to subpart (c) is as follows:

BHN currently employs industry-standard physical, technical and administrative safeguards to protect its networks and its customers' information, as reflected in the attached Exhibit 45. Exhibit 45 also includes documents that reflect the current states and target states of

cybersecurity risk management, present cybersecurity gaps, and any actions, policies, and timeframes identified to close the gaps. BHN will continue to follow the plans and policies set forth in Exhibit 45 until the closing of the transaction. The Company does not anticipate any cybersecurity risk management challenges associated with the integration of and transitioning to New Charter. While there have been preliminary discussions with Charter regarding integration and transitioning, the Company has not disclosed any personally identifiable customer information to Charter, nor has the Company provided Charter with access to systems containing such information. In the event such information is shared or such access is granted prior to the closing of the transaction, the Company will ensure (1) any disclosure is permitted by law and policy; and (2) the appropriate technical, administrative, and physical safeguards are in place prior to such disclosure or grant of access.

**REQUEST 46. Describe and provide all documents relating to the following statement on Page 28 of the Application: “New Charter also will evaluate the merits of leveraging in-home routers as public WiFi access points and will have greater resources to devote to such a strategy” including:**

- a. **the Company’s existing privacy and security policies and practices for its customers, routers in its customers’ homes, and the impact using in-home routers as public Wi-Fi access points would have on those policies and practices;**
- b. **what data would be collected from users of New Charter’s Wi-Fi network, what data, if any, would be retained, and how such data would be secured;**
- c. **whether any user data would be made available to third parties or advertisers, and if so under what conditions**
- d. **what notice (including when and how notice is provided) would be provided to users regarding use of their information, and how users would be notified in the event their data is improperly access;**
- e. **what consent (including when and how such consent will be obtained) would be required for use of user information; and what privacy policy would cover user information.**

**RESPONSE:**

The Company is not aware of the details of Charter’s plans for New Charter. Accordingly the Company defers its response to sub-parts (b)-(e) of this Request, and respectfully refers the Commission to, and incorporates by reference as if fully set forth herein, Charter’s response to Request 78(b)-(e) of the Commission’s Information and Data Request issued to Charter on September 21, 2015. The Company’s response to subpart (a) is as follows:

BHN employs industry-standard physical, technical and administrative safeguards to protect as described in the Response to Request 45. Exhibit 46 includes the BHN Online Services User Agreement, Online Services Privacy Policy, Customer Privacy Notice, High Speed Data Acceptable Use Policy, Bright House Networks Modem Policy, Residential Services Agreement, Network Management Policy, Bright House TV Client Application End-User License Agreement and Notice, and Wi-Fi Service Terms of Use, each of which references BHN’s existing privacy and security policies and practices for its customers. Additionally, BHN employs multiple layers of security controls to help maintain the integrity, availability and confidentiality of the customer data. BHN owns the physical locations where its network equipment resides and maintains physical access controls as well as logical access to the elements. BHN has deployed Data Over Cable Service Interface Specification (DOCSIS) 3.0 technology and Baseline Privacy Interface Security (BPI/SEC) across the entire business footprint. BPI/SEC is a security mechanism built into DOCSIS 3.0 to protect cable modem users’ data privacy across the cable network as well as prevent unauthorized devices from obtaining

service. BHN has deployed distributed denial of service (DDoS) detection and mitigation security controls to minimize the impact of a DDoS attack. BHN has also deployed robot network (BOTNET) sensors to detect infected customers in the service footprint, and Web Application Firewalls (WAF) to protect the Company's websites. For Wi-Fi hotspots, BHN uses the industry standard Wi-Fi Protected Access II (WPA2) which utilizes the Advanced Encryption Standard (AES) to ensure confidentiality and integrity for wireless communications across both the public and home Wi-Fi hotspots. As described in Response to Request 42, the Company currently has no plans to use in-home routers as public Wi-Fi access points and therefore has not assessed the impact that doing so would have on its privacy and security policies and practices

**REQUEST 47. Produce:**

- a. all documents, data, spreadsheets, models, and underlying assumptions relating to the transaction's potential cost savings, efficiencies, synergies, or benefits;
- b. all documents relating to any communications between any employee of the Company and any other person with respect to any potential cost savings, efficiencies, or synergies; and
- c. all documents provided by any other person to the Company relating to any such potential cost savings, efficiencies, or synergies.

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 48.** Describe in detail, and provide and identify the documents that are sufficient to support and demonstrate: 1) the basis for the cost reductions claimed in Charter's July 10, 2015 ex parte letter; 2) any analysis that the Company or its agents conducted to estimate the programming cost savings that will result from the transaction, and are claimed as merger- specific benefits; and 3) whether, when and how reductions in video programming costs will be passed through to consumers in the form of lower subscription prices.

**RESPONSE:**

The Company is not aware of the details of Charter's plans for the combined entity ("New Charter"). In addition this Request focuses on Charter's July 15, 2015 ex parte submission and seeks a description of as well as identification of documents supporting and demonstrating expected cost reductions, programming cost savings, and any pass throughs to consumers. Accordingly, the Company defers its response to this Request and respectfully refers the Commission to Charter's response to the Commission's Information and Data Request 80 issued to Charter on September 21, 2015. In addition, the Company refers to the documents produced in response to Request 47.



**REQUEST 49.** Applicants assert at pages 39-40 of the Application that “the value of the mass market advertising to New Charter increases as New Charter’s geographic coverage within a DMA increases... and [that] this increased advertising intensifies competition with rivals and benefits consumers.” Describe and explain in detail and identify documents and data that support and demonstrate:

- a. your current mass market advertising spend including the spend in each DMA;
- b. on a DMA-by-DMA basis, how the transaction will change the waste associated with your mass market advertising spend, including the dollar value of the waste; and
- c. your business plans and strategy for mass market advertising campaigns across your footprint and in each DMA.

**RESPONSE:**

The Company is not aware of the details of Charter’s plans for the combined entity (“New Charter”). Accordingly the Company defers its response to this Request and respectfully refers the Commission to Charter’s response to the Commission’s Information and Data Request 81 issued to Charter on September 21, 2015. The Company’s current mass market advertising spend by market, the dollar value of waste, and the company’s business plan and strategy for mass market advertising across its footprint are set forth in Exhibit 49. The Company has not calculated any change in waste as a result of the transaction.

**REQUEST 50.** Describe and explain in detail and provide documents that support and demonstrate the following:

- a. gross margins and average margins on video; margins on broadband; and margins on voice; and
- b. how you allocate costs for shared infrastructure among those services.

**RESPONSE:**

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**REQUEST 51. Describe and explain in detail your Internet Access Service programs for low- income consumers, including, but not limited to, speed offerings, eligibility, date of inception of each low-income program, how each program is advertised and promoted, and number of subscribers to each program.**

**RESPONSE:**

BHN participates in Connect2Compete (C2C), a national program designed to provide affordable Internet access and equipment to students and families that qualify for the National Lunch Program and attend a C2C partner school. BHN began its partnership with C2C in September 2012.

Under BHN's program, eligible customers receive Internet service at \$9.95 per month plus taxes. There are no contracts, no deposits, and no installation or modem fees. The price is guaranteed for 2 years. C2C customers also have the opportunity to purchase a low-cost computer or tablet through this program, and to take advantage of innovative digital literacy training opportunities.

As part of this offering, C2C provides Road Runner Lite Internet service with download speeds of approximately 2Mbps and upload speeds of 512 Kbps. BHN estimates that it provides low-cost Internet access through C2C to approximately 1200 schools in California, Indiana, and Florida, making the program available to more than 500,000 families. The Company has approximately 3,660 C2C subscribers.

BHN generally promotes the program through schools, with school officials distributing BHN provided material to potentially qualifying students. BHN provides support to partnering schools to encourage eligible student participation.

**REQUEST 52. Produce all documents (except documents solely relating to environmental, tax, human resources, OSHA, or ERISA issues) relating to the proposed transaction and provide:**

- a. a timetable for each transaction, a description of all actions that must be taken prior to consummation of each transaction, and any harm that will result if the transactions are not consummated;**
- b. a description of (including the rationale for, and identification of all documents directly or indirectly used to prepare the Company's response to this sub-part) all plans for changes in the Company's operations, structure, policies, strategies, corporate goals, financing, business, officers, executives or any other area of corporate activity as a result of the transaction; and**
- c. a description of any other terms or conditions of the transaction that are not reflected in the transaction agreements between the parties.**

**RESPONSE:**

a. On March 31, 2015, Charter, New Charter, and Advance/Newhouse Partnership ("A/N") entered into a Contribution Agreement, which was amended on May 23, 2015, providing for the acquisition of BHN by Charter. As provided in Article VI of the Contribution Agreement and as further described in the Registration Statement, the BHN transaction is subject to certain conditions, including, but not limited to:

- **TWC Transaction:** On May 23, 2015, Charter, New Charter, and TWC entered into an Agreement and Plan of Merger ("Charter-TWC Merger Agreement"). The transaction contemplated in the Charter-TWC Merger Agreement must close subject to limited exceptions as set forth in Section 6.1(g) of the Contribution Agreement.
- **HSR Clearance:** Charter and A/N filed Premerger Notification and Report Forms, as required by the HSR Act, on June 24, 2015. On July 24, 2015, each of A/N and Charter received a request for additional information and documentary material under the HSR Act.
- **FCC Consents:** The FCC must consent to the transfer to Charter of all BHN FCC licenses. Charter and BHN filed all such FCC applications on June 25, 2015.
- **Local Franchise Authority ("LFA") Consents:** Consents of all applicable local franchise authorities representing at least 80% of BHN's aggregate video subscribers must be obtained. On or about July 2, 2015, Charter and BHN filed

applications seeking consent to transfer control of video licenses with approximately 21 LFAs.

- State Public Utility Commissions Consents: Certain state public utility commission consents must be obtained. Charter and BHN submitted applications in three states where approval is required.
- No Injunction: There must be no order, injunction, restraint or prohibition by any court or other tribunal of competent jurisdiction which prohibits consummation of the proposed merger.

Failure to consummate the transactions contemplated in the Contribution Agreement and Charter-TWC Merger Agreement would result in harm because the anticipated substantial public benefits from the transactions would not be achieved. The Company understands that Charter anticipates the benefits to include:

- extending Charter's broadband-focused model to new customers, while deploying the best of Charter's, TWC's, and BHN's offerings and services across the consumer base of the combined company;
- investing in the build-out of networks into commercial areas within the combined company's footprint beyond where the companies currently operate, creating additional, much-needed competition in the commercial sector;
- building out line extensions of networks to homes in the combined company's franchise areas, which will either provide service to currently unserved areas or will increase competition with existing providers;
- increasing competition in the mobile data market by deploying out-of-home Wi-Fi access points;
- transitioning TWC's and BHN's cable systems to all-digital networks, enabling the combined company to improve download speeds, and to improve the video product by adding significantly more HD and on-demand options;
- Charter's commitment that the combined company will not block or throttle Internet traffic or engage in paid prioritization for three years;
- Charter's commitment that the combined company will not charge consumers additional fees to use specific third-party Internet applications, and not to impose data caps for three years;

- Charter's commitment that the combined company will engage in reasonable and non-discriminatory interconnection and submit any interconnection disputes to the FCC for resolution on a case-by-case basis for three years;
- increasing the geographic reach and density of the combined company's presence in multiple regions, allowing it to compete more effectively with large phone companies for large and other multi-location customers who need connectivity in disparate locations or to a more complete regional footprint;
- lowering the per-customer fixed costs of investments for the combined company, facilitating the deployment of new technology and advanced infrastructure;
- continuing to create thousands of U.S.-based, and returning TWC call center jobs to the United States; and
- building on initiatives at Charter, TWC, and BHN's commitments to promote good corporate citizenship.

(b) The Company is not aware of the details of Charter's plans for the combined entity ("New Charter"). The Company understands that Charter's plans for changes in BHN and TWC's operations, structure, policies, strategies, corporate goals, financing, business, officers, employees, or other areas of corporate activity are still in a preliminary state and those plans have not yet been finalized.

(c) The Company confirms for the Commission that there are no terms or conditions of the transaction that are not reflected in the transaction agreements between the parties.

Documents responsive to this Request will be produced to the Commission.

**REQUEST 53.** Produce all vertical foreclosure analysis, or other vertical competitive effects analysis, econometric modeling, or similar analyses, including those regarding market concentration or pricing, that have been undertaken by the Company or any consultant or expert hired by the Company to analyze the effect of either the proposed transaction, or any product or service, including all documents and data used in these analyses.

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.

**REQUEST 54. Produce all documents relating to the effects of geographic rationalization or clustering with respect to the operation of cable systems and the provision of programming, advertising, broadband Internet access, network interconnection, or other services on such cable systems. Describe how geographic rationalization or clustering enabled by the transaction will affect competition, your costs, the products and services New Charter will offer, and any pass through to consumers of any anticipated cost savings.**

**RESPONSE:**

The Company is not aware of the details of how Charter's plans for the combined entity ("New Charter") on geographic rationalization or clustering enabled by the transaction will affect the Company's costs, New Charter's products and services, or any pass throughs to consumers. Accordingly, the Company defers its response to this Request and respectfully refers the Commission to Charter's response to the Commission's Information and Data Request 102 issued to Charter on September 21, 2015. To the extent that the Company has documents responsive to this Request, such documents will be produced to the Commission.

The Company understands these anticipated benefits to include increasing the geographic reach and density of the combined company's presence in multiple regions, allowing it to compete more effectively with large phone companies for large and other multi-location customers who need connectivity in disparate locations or to a more complete regional footprint.



**REQUEST 55.** Provide a list of all of the Company's terms and code words used to refer to the transaction, the Applicants, AT&T's acquisition of DIRECTV, Comcast's proposed acquisition of Time Warner Cable, Charter's prior proposed acquisition of Time Warner Cable, Charter's prior proposed acquisition of Bright House, the proposed swaps between Charter and Comcast, and the transactions associated with, and the creation of, the entity to be named GreatLand Connections.

**RESPONSE:**

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}} Any additional code words related  
to the transaction were supplied and used by other transaction parties.

**REQUEST 56. Describe, list, identify, and provide one copy of each agreement — whether formal or informal — the company has with TWC, including all service agreements.**

**RESPONSE:**

Advance/Newhouse Partnership (“Advance/Newhouse”) and Time Warner Cable Inc. (“TWC”) (through a subsidiary) are partners in Time Warner Entertainment–Advance/Newhouse Partnership (“TWE-A/N”). That partnership is governed by the Third Amended and Restated Partnership Agreement of Time Warner Entertainment-Advance/Newhouse Partnership, dated December 31, 2002 (“Partnership Agreement”) (attached hereto as Exhibit 56-1).

Advance/Newhouse holds 33.33 percent of TWE-A/N, and TWC holds the remaining 66.67 percent. As a result of the 2002 restructuring of TWE-A/N, certain cable systems (located primarily in Florida) were transferred to a TWE-A/N subsidiary, Bright House Networks LLC (“BHN”). TWE-A/N is the sole member of BHN. *See* Amended and Restated Limited Liability Company Agreement of Bright House Networks, LLC, dated May 16, 2012 (attached hereto as Exhibit 56-2). However, Advance/Newhouse exclusively tracks the economic performance of BHN and, as a result, TWC’s financial statements do not include the results of the BHN systems, and TWC does not share in any of the profits and losses from the operation of the BHN systems. Moreover, Advance/Newhouse has exclusive day-to-day management responsibility for and de facto control over the operation of the BHN systems. *See* Management Agreement, dated December 31, 2002 (attached hereto as Exhibit 56-3).

BHN receives various services from TWC for an annual fee, under a services agreement {{ }} *See* Services Agreement, dated August 1, 2002 (attached hereto as Exhibit 56-4); and Services Agreement Amendment, dated December 4, 2008 (attached hereto as Exhibit 56-5). *See also* Master Affiliation Agreement, dated May 1, 2001 (attached hereto as Exhibit 56-6), as amended by the above-referenced Services Agreement.

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**REQUEST 57.** Recent press articles report that T-Mobile is planning to test a “Passpoint-capable Wi-Fi roaming service” with BHN in Tampa and Orlando, Florida. Explain and discuss in detail any arrangement the Company has with T-Mobile for both initial testing and long-term service of its Passpoint-capable Wi-Fi roaming service, and how such arrangements are impacted by the transaction. Provide all documents supporting the response.

**RESPONSE:**

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Supporting documents are provided in Exhibit 57.

**REQUEST 58. Produce, in both (i) PDF and (ii) ESRI Shapefile format, a map showing the location of each cable system owned by, operated by, managed by, or attributed to the Company.**

**RESPONSE:**

Documents responsive to this Request are provided in Exhibit 58.

**REQUEST 59.** Identify, as of June 30, 2012, December 31, 2012, June 30, 2013, December 31, 2013, June 30, 2014, December 31, 2014 and June 30, 2015, each cable system owned by, operated by, managed by, or attributed to the Company, and for each cable system identify the nature of the Company's interests, and state and identify the following in CSV format files:

- a. the Company's data as specified in Attachment A, which seeks data relating to geographic identifiers associated with each cable system;
- b. the facilities-based competing providers of Internet access service and MVPD service (excluding private cable and wireless cable operators), separately identified by service and provider, and the distribution technology used by the competing provider (e.g., wireless, fiber optic cable, hybrid fiber optic cable, or satellite) for each zip code served;
- c. internal estimates of the percentage of homes passed that are overbuilt by any facilities-based competing provider of MVPD service and Internet access service separately for each such competing provider;
- d. the total capacity and the total unused capacity of each of the Company's cable systems by (i) MHz and the spectrum allocated to each cable service and any other service, and (ii) the number of non-broadcast programming networks;
- e. the headends serving each cable system, their physical locations, and the number of subscribers to each cable service served by each headend; and
- f. the channel lineups associated with each channel lineup identifier provided in request 59(a).

**RESPONSE:**

- a. Data responsive to this Request is provided in Report 59a ("Attachment A") included in the highly confidential "Data Reports" DVD accompanying this Response.
- b. Data responsive to this Request is provided in Report 59b included in the highly confidential "Data Reports" DVD accompanying this Response.
- c. Data responsive to this Request is provided in Report 59c included in the highly confidential "Data Reports" DVD accompanying this Response.
- d. Data responsive to this Request is provided in Report 59d included in the highly confidential "Data Reports" DVD accompanying this Response.

- e. Data responsive to this Request is provided in Report 59e included in the highly confidential “Data Reports” DVD accompanying this Response.
- f. Data responsive to this Request is provided in Report 59f included in the highly confidential “Data Reports” DVD accompanying this Response.

**REQUEST 60.** For each zip code identified in Request 59(a) and for the Company as a whole, separately for residential subscribers, bulk residential, and non-residential subscribers, and for each month for the period beginning June 2012 through August 2015 provide the following:

- a. the Company's data as specified in Attachment B, which seeks subscriber data relating to each of the Company's service plans;
- b. a complete description of all services that were included in the Company's response to the "Monthly Recurring Revenue" (MRR), "Monthly Recurring Core Service Plan Revenue", and "Monthly Recurring and Non-Recurring Revenue Per Subscriber" (ARPU) fields in the "Service Plan" table provided for subpart (a);
- c. the Company's data as specified in: (i) Attachment C.1, which seeks data relating to subscriber counts; (ii) Attachment C.2, which seeks data relating to disconnects; (iii) Attachment C.3, which seeks data relating to new connects; (iv) Attachment C.4, which seeks data relating to continuing subscribers; (v) Attachment C.5, which seeks data relating to Internet Access Service tier transitions; (vi) Attachment C.6, which seeks data relating to sidegrades; (vii) Attachment C.7, which seeks data on long-run customer behavior; (viii) Attachment C.8, which seeks data relating to churn by tenure; and (ix) Attachment C.9, which seeks data relating to recent downgrades; and
- d. a description of the main types of disconnects that are included in each of the four categories of disconnects – mover, voluntary, non- payment, and all other – reported in Attachment C.2 and an explanation of the methodology the Company uses to estimate the number of disconnects in each category, including a discussion of the extent to which the Company is unable to obtain information on the reason for the disconnect and how the disconnect is classified in such cases.

**RESPONSE:**

- (a) The Company is preparing Report 60a ("Attachment B"), and the Report will be provided to the Commission shortly.
- (b) The Company is preparing Report 60b, and the Report will be provided to the Commission shortly.
- (c) (1) Data responsive to this Request is provided in Report 60c.1 ("Attachment C.1") included in the highly confidential "Data Reports" DVD accompanying this Response.



- (2) Data responsive to this Request is provided in Report 60c.2 (“Attachment C.2”) included in the highly confidential “Data Reports” DVD accompanying this Response.
  - (3) Data responsive to this Request is provided in Report 60c.3 (“Attachment C.3”) included in the highly confidential “Data Reports” DVD accompanying this Response.
  - (4) Data responsive to this Request is provided in Report 60c.4 (“Attachment C.4”) included in the highly confidential “Data Reports” DVD accompanying this Response.
  - (5) Data responsive to this Request is provided in Report 60c.5 (“Attachment C.5”) included in the highly confidential “Data Reports” DVD accompanying this Response.
  - (6) Data responsive to this Request is provided in Report 60c.6 (“Attachment C.6”) included in the highly confidential “Data Reports” DVD accompanying this Response.
  - (7) The Company lacks the historical data necessary to respond to this Request.
  - (8) The Company lacks the historical data necessary to respond to this Request.
  - (9) Data responsive to this Request is provided in Report 60c.9 (“Attachment C.9”) in the highly confidential “Data Reports” DVD accompanying this Response.
- (d) Data responsive to this Request is provided in Report 60d in the highly confidential “Data Reports” DVD accompanying this Response.

**REQUEST 61.** For each zip code identified in Request 59(a) and for the Company as a whole, separately for each VOD service (subscription, free, transactional, pay-per-view) and for each month for the period beginning June 2012 through August 2015, state and provide the following:

- a. the Company's data related to VOD as specified in Attachment D; and
- b. in a separate CSV format file, for each VOD service, and for each month for the period beginning June 2012 through August 2015: (1) the total revenues; (2) the total cost of video programming distribution rights; (3) the total number of hours viewed; (4) the price of the service and a description of all discounts or promotions that were in effect; and (5) the percentage of the Company's MVPD subscribers that view video programming via the service.

**RESPONSE:**

- a. The Company is preparing Report 61a ("Attachment D"), and the Report will be provided to the Commission shortly.
- b. The Company is preparing Report 61b, and the Report will be provided to the Commission shortly.

**REQUEST 62.** For each month in which usage-based pricing was in effect, and for each zip code identified in the Company's response to Request 60(a), and monthly for one year before and one year after usage-based pricing was in place, please provide the subscriber data for plans that included Internet access service:

- a. the Company's usage based pricing data as specified in Attachment E.

**RESPONSE:**

As discussed in response to Request 32, the Company has not engaged in usage-based pricing. Accordingly, the Company does not have data responsive to this Request.

**REQUEST 63. Provide the Company's Internet traffic exchange data as specified in Attachment F.**

**RESPONSE:**

As explained in Response 27, BHN relies on TWC's Internet backbone, "T-bone," for the exchange of Internet traffic. BHN connects to TWC's T-bone at T-bone nodes in order to serve BHN's local markets. In addition, TWC provides BHN with interconnection services pursuant to the BHN's partnership arrangement with TWC. BHN does not maintain its own peering or interconnection services. Accordingly, the Company does not have data responsive to this Request.

**REQUEST 64.** For all non-broadcast programming networks distributed on a national basis in which the Company or an officer, director, or executive of the Company, holds an attributable interest or distribution rights, please provide:

- a. a complete description of the nature of the attributable interest or distribution rights in the programming network held by the Company, or any officer, director or executive of the Company;
- b. an economic analysis of the effect of the proposed transaction on the merged entity's incentive to permanently withhold these nationally-distributed programming networks from MVPDs and OVDs;
- c. an economic analysis of the effect of the transaction on the merged entity's ability and incentive to raise prices of this nationally- distributed programming to MVPDs and OVDs;
- d. a detailed description of the methodology employed in subparts (b) and (c) as well as the underlying data and documents used to determine the various parameters, including but not limited to: critical departure rates; empirical estimates of actual departure rates; evidence regarding the likely value of estimated departures rates in this transaction; the profit margins on different bundles of services; subscriber counts; the profit margin on the average subscriber that would be induced to switch from a rival to the Company if the programming were withheld from the rival; programming fees; programming costs; subscriber counts and shares; per-subscriber license fees, per-subscriber gross and net advertising revenue, departure rates, diversion rates, and churn rates; and
- e. in a CSV format file, separately for each national network, and separately for each month beginning June 2012 and through August 2015, state and provide the following: total monthly advertising revenues, the total monthly advertising costs, and total monthly affiliate fee revenues by MVPD.

**RESPONSE:**

- a. The Company itself does not have any ownership in any programming network distributed on a national basis. However, BHN has a minimal (non-attributable) interest in The MLB Network, LLC, and an approximately 5% ownership in InDemand, LLC. Moreover, an entity affiliated with the Company, Advance/Newhouse Programming Partnership ("ANPP") holds a minority interest {{ }} in Discovery

Communications, Inc. (“Discovery”). The Company’s affiliation with ANPP is based on overlapping indirect ownership interests. Through a separate series of intervening corporate entities, both the Company and ANPP are ultimately owned by Newhouse Broadcasting Corporation and Advance Publications, Inc. In addition, Steven A. Miron, is CEO of both the Company and ANPP.

ANPP appoints three seats on the Discovery Board of Directors (which has ten members in total): currently filled by Robert J. Miron, Steven A. Miron, and S. Decker Anstrom. ANPP’s representatives on the Company’s Board (including Steven A. Miron) fulfill their oversight obligations as Board members, but are not directly involved in the management, operation, production, or distribution of video programming.

Discovery operates the following programming channels: Discovery, TLC, Animal Planet, OWN (Oprah Winfrey Network), Investigation Discovery, Discovery Family, Science, Destination America, Discovery en Español, Discovery Familia, Velocity, Discovery Life, and American Heroes Channel.

- b. The Company has not identified an economic analysis responsive to this Request.
- c. The Company has not identified an economic analysis responsive to this Request.
- d. The Company is unable to provide the requested description, as it does not possess the economic analyses referenced in 64.b and 64.c.
- e. Discovery is an independent, publicly traded company. As an independent, publicly traded company, Discovery has expressed concerns regarding the treatment of Video Programming Confidential Information (“VPCI”) in the FCC’s transaction review. Accordingly, the Company respectfully refers the Commission to Discovery with regard to any VPCI.

**REQUEST 65.** For each market region identified in Request 59(a) and for the Company as a whole, separately for residential subscribers, bulk residential, and non-residential subscribers, and for each month for the period beginning June 2012 through August 2015, provide the following:

- a. the Company's data as specified in Attachment G, which seeks data relating to non-advertising revenues by bundled services;
- b. the Company's data as specified in Attachment H, which seeks data relating to cable services costs and advertising revenues;
- c. a complete and detailed description of the revenue elements the Company includes in each of the following categories of revenues reported in Attachments G and H: MVPD advertising revenues; Internet access service advertising revenues; total non-advertising revenue; recurring non-advertising revenue; and non-recurring non-advertising revenue; and
- d. a complete and detailed description of the cost elements that the Company includes in each of the following categories of costs reported in Attachment H: total programming cost; total MVPD advertising cost; total Internet access service advertising cost; variable cost of providing MVPD service other than programming cost and advertising cost; variable cost of providing Internet service other than advertising cost; and variable cost of providing phone service.

**RESPONSE:**

- a. Data responsive to this Request is provided in Report 65a ("Attachment G") included in the highly confidential "Data Reports" DVD accompanying this Response.
- b. The Company is preparing Report 65b, and the Report ("Attachment H") will be provided to the Commission shortly.
- c. The Company will submit this description in connection with its submission of Report 65b.
- d. The Company will submit this description in connection with its submission of Report 65b.

**REQUEST 66. Provide all Company documents that employ, discuss or calculate customer lifetime value (“CLV”) or any other concept related to the present discounted value to the Company of acquiring a new customer for any bundled service.**

**RESPONSE:**

Documents responsive to this Request will be produced to the Commission.



**REQUEST 67.** State and describe in detail the Company's most current and best estimate of CLV or present discounted value to the Company of acquiring a new customer for each cable service or bundled services, including a description of how the calculations were performed. Provide all data that the calculations are based upon and programs used for the calculations.

**RESPONSE:**

The Company has not performed a calculation or estimate of CLV or present discounted value to the Company of acquiring a new customer on a service-by-service basis. Accordingly, the Company has no information or calculations to describe that are responsive to this Request.

**REQUEST 68.** Table 4 in Dr. Scott Morton’s Declaration of the Application (Exhibit D) provides estimates of the average revenue per user, average gross margin, and average variable cost for TWC, Charter and Bright House, for MVPD service, Internet access services and telephone service to residential customers. Please provide:

- a. all source documents, data and code relied on or produced by Dr. Scott Morton;
- b. an explanation for whether the calculations in Table 4 are for primary residential subscribers, bulk residential subscribers, or all subscribers as a whole, and the time period for which the calculations are relevant;
- c. provide a revised version of Table 4 that disaggregates average video revenue per user into average advertising revenue per user and average non-advertising revenue per user and disaggregates average video variable cost per user into average advertising cost per user and average non-advertising cost per user, provide a complete and detailed explanation of these additional figures were calculated and all source documents and data used to derive them;
- d. a complete and detailed description of the cost elements included in the category “other variable costs” from Table 4 of the Dr. Scott Morton Declaration and an explanation of why these are the appropriate cost elements to include in this category;
- e. a complete and detailed description of the various cost elements that are included in the category “variable cost of broadband service” from Table 4 of the Dr. Scott Morton Declaration and an explanation of why these are the appropriate cost elements to include in this category;
- f. a complete and detailed description of the various cost elements that are included in the category “variable cost of phone service” from Table 4 of the Dr. Scott Morton Declaration and an explanation of why these are the appropriate cost elements to include in this category; and
- g. an explanation for why these estimates are the Company’s best current estimates of average revenue per user, average gross margin and average variable cost for the Company’s MVPD services, Internet access services and telephone services to residential customers, or provide an analysis that presents the

**Company's current best estimates, including a detailed explanation of how the estimates were derived and all source data and documents used in any additional.**

**RESPONSE:**

Dr. Scott Morton's report is based on her own conclusions after reviewing the relevant data, as cited in her report. The Company did not provide documents, source code, or other information directly to Dr. Scott Morton, but to the extent that the Company has documents that are responsive to this subpart (a) of this Request, they are being produced, either through Company's production of documents or Charter's production of documents, or both. Additionally, the Company refers to Charter's response to Request 117 of the Commission's Information and Data Request issued to Charter on September 21, 2015.

**REQUEST 69.** For each relevant service, identify each electronic or other database or data set used or maintained by the Company at any time after January 1, 2012, without regard to custodian, that contains information concerning the Company's (i) sales; (ii) prices; (iii) margins; (iv) costs, including but not limited to, programming costs, distribution costs, standard costs, expected costs, and opportunity costs; (v) patents or other intellectual property; (vi) research or development projects; (vii) licensing of video programming; (viii) customers; and (ix) network performance, to the extent such customer information is not provided in response to other Requests elsewhere in this document. For each such database, identify (a) the database type, i.e., flat, relational, or enterprise; (b) the size in both number of records and bytes of information; (c) the fields, query forms, and reports available or maintained; and (d) any software product or platform required to access the database.

**RESPONSE:**

The following is a list of each relevant current database that contains the Company's specified information:

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**REQUEST 70. Provide one copy of (and identify the Bates number of) each agenda, summary, or minutes of any meeting of the board of directors of the Company, and one copy of each presentation or other document provided to the board (except documents solely relating to environmental, tax, human resources, OSHA, or ERISA issues).**

**RESPONSE:**

Documents responsive to this Request are provided in Exhibit 3, as supplemented by Exhibit 70. As a privately-held company, the Company does not provide regular agendas or keep minutes or other formal records of its board meetings.

**REQUEST 71. Produce in Excel format, a chart listing the identity of each document cited in or used to support your narrative responses to each of the Information and Data Requests and for each document include the Information and Data Request number(s) for which it was used.**

**RESPONSE:**

Pursuant to discussions with Commission staff, the Company has set forth each document cited in or used to support narrative responses in a unique folder within the accompanying Exhibits DVD.

REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 3



REDACTED – FOR PUBLIC INSPECTION

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REDACTED FOR PUBLIC INSPECTION

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REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 4

**REQUEST 4.**

**A. MVPDs**

<b>Name and Address of Company</b>	<b>Entry Date (and Exit Date, if Applicable)</b>	<b>Service Area</b>
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}

B. Video Programming:

Name and Address of Company	Name of Programming Service	Programming Provided	Entry Date (and Exit Date, if Applicable)
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}

C. Video Programming Distribution (OVD):

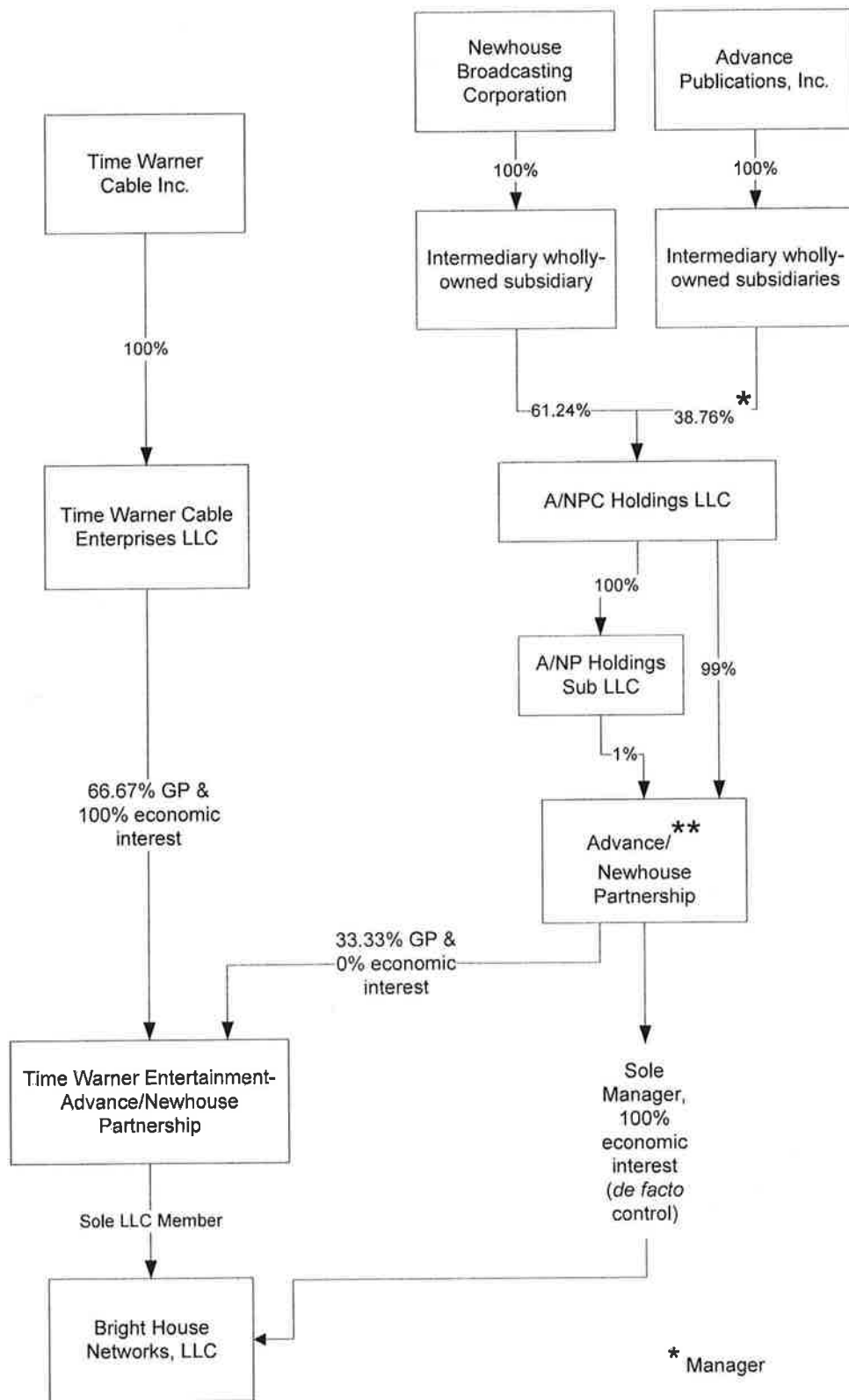
Entity	Address	Entry Date	Area of Services Provided
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}

D. Internet access services (fiber entrants):

Entity	Address	Entry Date	Area of Services Provided
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}

REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 6



\*\* Advance/Newhouse Partnership is a privately held company, owned and controlled, via intermediary companies, by the Newhouse Family.



REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 7

REDACTED – FOR PUBLIC INSPECTION

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REDACTED FOR PUBLIC INSPECTION

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## EXHIBIT 12

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## EXHIBIT 15

Programmer	Genre	Meeting Date	Notes
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}

REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 24

REDACTED – FOR PUBLIC INSPECTION

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## EXHIBIT 42

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## EXHIBIT 45

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## EXHIBIT 46



## Our Policies

# Customer Privacy Notice

### Bright House Customer Privacy Notice for Cable Television, High Speed Internet and Phone Service

Updated June 2015

Bright House Networks is committed to respecting and protecting your privacy. This privacy notice applies to those Bright House customers who subscribe to our cable television services, high-speed Internet services, and phone services (individually and collectively, the "Service"). This privacy notice gives you a general understanding of how Bright House protects your privacy in connection with our provision of the Service, as well as your rights under the Cable Communications Policy Act of 1984, as amended and the federal Telecommunications Act of 1996, as amended.

We may modify this privacy notice at any time. We will notify you of any material changes through written, electronic or other means as permitted by law. If you find the changes unacceptable and if the change(s) materially and adversely affect your service, you have the right to cancel service. If you continue to use the service following notice of the changes, we will consider that to be your acceptance of and consent to the changes.

This notice is published at [www.brighthouse.com](http://www.brighthouse.com) where the most current version is maintained. You can call us for a printed copy at any time. We will mail a copy of this notice to you annually, whether or not there have been modifications. We encourage you to read this notice carefully and call us with any questions.

This notice only covers information about you that is collected by Bright House in connection with the provision of our Service to you as a subscriber of our service (we refer to such information as "customer information"). This notice does not cover information that may be collected through any other products, services, or websites, even if accessed through our services and even if co-branded with our services. It also does not cover any Internet service provider other than our affiliate Road Runner. You should read the privacy policies for these other products, services, websites and providers to learn how they handle your personal information.

When we use the terms "Bright House," "we," "us," or "our" in this notice, we mean Bright House Networks and the family of companies we own or control. The term "you" or "customer" refers to you as a subscriber to one or more of our Services.

#### A. What types of customer information does Bright House collect?

Bright House collects customer information from you when you subscribe to and use our Service. Some of this information is collected automatically through your use of the Service, and some is collected when you

Information is collected automatically through your use of the Service, and some is collected when you voluntarily provide it to us, as may be required by law, and from third parties, as described in this notice. Some of the customer information we collect identifies you (we refer to that type of information as "personally identifiable information" or "PII"), but much of it does not. Personally identifiable information is any information that identifies you or can be used to identify, contact or locate you, including information that is used in a way that is personally identifiable, such as: your name, address, phone number, fax number, email address, birth date, names of household members, driver's license or state ID number, social security number, bank account information, credit card information and other financial information. Personally identifiable information does not include aggregate data that does not identify a particular person or persons, or demographic information not connected to an identified individual or household, or non-personal information such as MAC addresses associated with set top boxes, modems, and routers, or other equipment identifiers that is not linked to PII.

When we first set up our services for you, and during any later changes or updates, we may collect technical information about your televisions, set-top boxes, computer hardware and software, cable modems, telephones, and/or other cable or other service-related devices, customization settings and preferences, and additional information about the service options you have chosen. We may also maintain research records containing information you give us through voluntary subscriber interviews or surveys.

In addition, as part of our normal course of business, we generate and maintain billing and account information such as billing, payment, and deposit history; the services to which you have subscribed; customer correspondence and communications records; and maintenance, repairs, and complaint information.

Sometimes, we also obtain additional information from outside sources to supplement the information we collect from you. We might add information about you or your community available from third parties such as research consultants and marketing firms (such as the information that merchants use in delivering catalogues by mail, or census information about neighborhoods).

If you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address. We may also collect information from third parties to verify information you have provided and from credit reporting agencies to, for example, determine your creditworthiness, credit score, and credit usage.

We may also collect the following service-specific customer information depending on the specific Service to which you subscribe:

**Phone Services.** As part of delivering phone services, we keep information about the quantity, technical configuration, type, destination, location, and amount of your use of phone services, and calling patterns and information contained on your telephone bill concerning the phone services you receive. This information, when it is made available to us solely by virtue of our relationship with you, as a customer, is known as customer proprietary network information or "CPNI" and subject to special protections as described in Section D ("Special rules associated with customer proprietary network information") below. Your name, address, and telephone number alone do not constitute CPNI when they have been published in a directory format, however.

If you subscribe to Bright House Enhanced Voicemail service (which includes voicemail-to-email and voicemail-to-text service), we transmit, and may collect and store for a period of time, information generated by the service when you receive voicemail, including but not limited to audio recordings of such voicemail.

**High-Speed Internet Service.** If you subscribe to a Bright House high-speed Internet service, such as Road Runner, we transmit, and may collect and store for a period of time, information generated by the service when you send and receive e-mail, video mail, and instant messages; transfer and share files; make files accessible; visit websites; or post blogs, comments, or other information. We do not store emails sent and received unless left in a BHN High Speed Internet account file. BHN may associate personal account information with data from third parties about you or similar persons to better predict your product and service preferences for use in programming, advertising transactions and to market our services to you. Unless addressed to us, we do not read email messages, instant messages, online chats, or the content of other online communications that reside on or pass through our networks. We may however, retain and provide such communications if we are legally required to do so. Incoming and outgoing email messages

are generally scanned electronically to identify and filter out likely spam and for viruses and related problems that could harm your equipment, the network or other users.

Pursuant to an order of the Federal Communications Commission (the FCC), our Internet access service is scheduled to become classified as a "telecommunications service" in June 2015. At that time, certain information relating to your use of our Internet service will be considered CPNI and subject to additional privacy protections and use restrictions contained in federal law, but not to the FCC's related rules implementing that law, many of which were designed specifically for telephone service. In the absence of specific guidance from the FCC, we will take reasonable, good faith steps to protect the CPNI of our Internet customers in accordance with the requirements of federal law, as applicable, and as described in this privacy notice.

Cable Television Services. If you are a cable television subscriber, we may also automatically collect information when you use our systems such as by ordering or viewing on-demand programming, or engaging in other interactive programming features. This information is primarily used to carry out the requests you make using your remote control, set-top box, or other equipment. It may also include other information such as the time you actually use our services, the use of other features of our services, and which menus and menu screens are used most often and the time spent using them. Information collected from these services is maintained on an anonymous basis, except in connection with billing for usage of video on demand or pay-per-view services or as necessary to fulfill any other request or order you make via the transactional and interactive services. Some of our advertisements may invite interactive or transactional follow-up from you. If you request products, services, features or information via such interactive advertisements, we collect and use the information generated by the request, including personally identifiable information when necessary, in order to carry out your request.

We may also collect channel tuning data to determine which programs are most popular, how many people watch a program to its conclusion and whether people are watching commercials, as well as other audience measurement-focused information. All personally identifiable information is removed from this data. Bright House, or our contractors or agents, may from time to time share this anonymous information with our advertisers, content providers, or other third parties working on our behalf such as audience measurement or market research firms. These firms may combine this information with information about you or your community (such as the information that merchants use in delivering catalogues by mail, or census information about neighborhoods) to provide us with audience analysis data. Our audience measurement helps us and the program networks we carry decide on which programs and channels to carry and to improve our cable television services.

We also use this information to provide you with a more personalized experience by directing advertisers to the channels that produce more sales as they consider, design, and evaluate advertising campaigns.

In addition to this privacy notice, we may provide additional notices to you regarding specific advertising or other initiatives. These notices will describe the initiatives in greater detail and may, as appropriate, contain information you can use to choose to participate, or not participate, in these initiatives.

#### B. How does Bright House use customer information?

We use customer information, including personally identifiable information, primarily to conduct business activities related to providing you with reliable, high quality Bright House services, and to help us detect theft of service. More specifically, we may use personally identifiable information to:

- install, configure, operate, provide, support, upgrade and maintain the Bright House services and service-related devices and software;
- bill and collect fees and charges for the Bright House services;
- confirm you are receiving the level(s) of service requested and are properly billed;
- administer your account and identify you when changes are made to your account or services;
- provide you with customer and technical support;
- make you aware of products or services that may be of interest to you;
- understand the use of, and identify improvements to, our services;



detect unauthorized reception, use, or abuse of our services;

determine whether there are violations of any applicable policies and terms of service;

manage the network supporting our services;

maintain our accounting and tax records; and/or

comply with applicable law.

We describe above in Section A how we use anonymous information relating to our transactional and interactive services, and Section D ("Special rules associated with CPNI") below describes how we use CPNI.

#### C. When does Bright House disclose customer information?

Bright House will not disclose personally identifiable information to others unless (a) you provide appropriate consent in advance or (b) it is permitted or required under applicable law, as described below.

We may furnish your name and address to marketing organizations, programmers and other businesses. Section 631 of the federal Cable Communications Policy Act of 1984, as amended (the "Cable Act") allows us to disclose this "mailing list" information unless you contact us and tell us otherwise.

We may also use or disclose customer information, including personally identifiable information, without your consent to protect our customers, employees, or property, in emergency situations, to enforce our rights under our terms of service and policies, if your account is referred to a collection agency or attorney, in court or elsewhere, and as otherwise permitted by law.

For all of the same purposes for which we use personally identifiable information as described in Section B above, we may sometimes disclose such information to our affiliates, agents, contractors, outside auditors, professional advisors, service providers and vendors, potential business merger, acquisition, or sale partners, and regulators. If a new company were to take ownership of our cable system, we reserve the right to disclose and transfer all customer information, including personally identifiable information, to the successor company.

We describe above in Section A when we disclose to third parties anonymous customer information relating to our cable services.

#### D. Special rules associated with CPNI

We may also disclose customer information, including personally identifiable information, in connection with features and services associated with phone service, such as directory services, Caller ID, and 911/E911. We include your name, address, and telephone number in telephone directories we publish and in our directory assistance service, and provide it to third parties for directories and directory assistance. Once published, it may be packaged and provided by anyone. We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur. Your name and/or telephone number will be sent for display on Caller ID devices unless you elect to block it. (Please note that Caller ID blocking may not prevent that display when you dial certain business or emergency numbers, 911, or toll-free numbers.) We also provide your name, address, and telephone number to public safety authorities and their vendors for E911 and "reverse 911" use.

As part of delivering our services, federal law permits us to use and disclose CPNI to provide, bill, and collect for service, and to provide call location information for wireless phone service. Federal law and FCC rules also place restrictions on how we use CPNI for marketing purposes. However, they do permit us to use your CPNI to market other communications related products and services to you unless you object to such use as described in Section I below. If you agree, we may also use CPNI during any call you make to us to provide telemarketing, referral, or administrative services to you. We may also use CPNI to protect our rights and property, and protect users of our phone services and other carriers from fraudulent, abusive, or unlawful activities.

#### E. When is Bright House required by law to disclose customer information?

We must disclose customer information, including PII, when required by the terms of valid legal process

such as a subpoena, court order, or search warrant. If a court order requires us to disclose personally identifiable information to a third party non-governmental entity, we are required to notify you. If you subscribe to our cable television services and a government entity is seeking information regarding your selection of video programming, federal law requires that you be afforded notice of and the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the government entity is required to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case.

In some situations we may disclose personally identifiable information and CPNI about you to representatives of government or to comply with a court order without your consent and without advance or any notice to you, except that in these cases our disclosure is not to include records revealing your selection of video programming. In other situations (for example, if you owe or are owed welfare or child support), state welfare agencies may by administrative subpoena obtain your name, address, and other information as it appears in our records. We are required to notify the National Center for Missing and Exploited Children of information about child pornography that we become aware of in the course of providing our services. This information may be provided without a court order, and we do not have to give you notice and the opportunity to contest such disclosure.

If we notify you of specific legal requests or orders for personally identifiable information, and there is an opportunity for you to object to such disclosures, it is then up to you to object or take specific action to prevent these disclosures.

F. How does Bright House protect customer information?

We take such actions as are necessary to prevent unauthorized access to customer information by a person other than you or us. We use security and encryption technologies to secure certain sensitive personally identifiable information we collect over the Service. We limit access to our customer database to those who are authorized, and secure its content with firewalls and other security methods. When we anonymize or aggregate information to remove your personal identity, we will use safeguards to reduce any risk of others identifying you from the anonymized or aggregated records. We cannot guarantee, however, that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information. We also expect you to protect your information and ensure that no unauthorized users can obtain any of our services or your information indirectly or directly from you.

G. How long does Bright House maintain customer information?

We maintain customer information, including personally identifiable information, while you are a subscriber to Bright House services. We also maintain customer information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal, accounting or tax purposes. If these purposes no longer apply, we will destroy the information according to our internal policies and procedures.

H. Can I see the information that Bright House collects about me?

You have a right to see the personally identifiable information about you that we collect and maintain in our regular business records. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. If you would like to see your personally identifiable information, please contact us by mail or telephone, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours. You will only be permitted to examine records that contain personally identifiable information about your account and no other account. If your review reveals an error in our records, Bright House will correct it. We reserve the right to charge you for the cost of retrieving and photocopying any documents that you request.

If you make a written request for a copy of your CPNI, we will disclose the relevant information we have to you at the address we have for your account, or to any person authorized by you, if we reasonably believe the request is valid. For telephone and online access to your CPNI such as outbound call detail records, we require that you first authenticate your identity using a password established using our online system. You

can find out more about online access to your CPNI at [www.brighthouse.com](http://www.brighthouse.com). We generally do not provide our subscribers with records of calls received, records that are only in our archives, other records that we do not furnish as part of a telephone bill, web-browsing history, IP address logs or any other information that we do not create or maintain in the ordinary course of business unless there is a court order or similar legal process. If there are errors in names, addresses, or telephone numbers in our vendors' directory lists, or if you have been omitted from the directory, the correction cannot be made until the next available publication. Please understand that we may have no control over information appearing in directory lists or provided by directory assistance services which we do not own.

I. Can I prohibit or limit Bright House's use and disclosure of my customer information?

You have some choices in how we use or disclose customer information.

If you do not want to be included in mailing lists provided to third parties as explained in Section C, please contact us to be removed.

If you do not want to receive telemarketing calls from Bright House, call us at one of our Business Offices to be placed on our Do Not Call list. To help reduce unwanted telemarketing calls, the FCC offers telephone subscribers the opportunity to register their residential telephone numbers in its national Do Not Call registry. You may register for the list without charge by calling the FTC at 1-888-382-1222 or TTY 1-866-290-4236 from the telephone number you are registering or online at [www.donotcall.gov](http://www.donotcall.gov). Registration will not eliminate all telephone calls to you from us, because we are still permitted to make calls related to your account.

If you do not want us to use your CPNI to market communications-related services to you, please contact us to prevent such use.

Occasionally, you may be asked during a telephone call with one of our representatives for your oral consent for us to use your CPNI for making such an offer for other services. If you agree, we will use your CPNI only for the duration of that telephone call.

If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe. Any denial or restriction of your approval remains valid until your services are discontinued or you affirmatively revoke or limit such approval or denial.

J. Your California privacy rights

California law entitles our California customers to request additional information from a business which shares personally identifiable information with third parties for their direct marketing purposes. We do not share personally identifiable information with unaffiliated third parties, for their own direct marketing purposes. We may share personally identifiable information with some same-branded affiliates, however, for those affiliates' direct marketing purposes. If you contact us, we will provide you with the names and addresses of our same-branded affiliates in California and a list of personally identifiable information that we may have shared with them.

K. How does Bright House protect children's privacy?

We do not knowingly collect personally identifiable information from anyone under the age of 13 over our Service. Our Services are not directed at, or intended for use by, children under the age of 13. Children should always get permission from a parent or guardian before sending personal information over the Internet. Other services or web pages accessed through our Service may have different policies on collection of information pertaining to children and you should consult their privacy policies and read their notices.

L. Cookies, tracking and targeted marketing

Bright House may place "cookies" in your browser that contain customer information when you set up a personalized service or customize your settings and preferences on our websites or mobile applications. We do not store sensitive personally identifiable information such as your password, e-mail address or credit card number in cookies. Cookies enable us to control the display of ads, track usage patterns, help diagnose problems with our services, gather demographic information, analyze trends, conduct research

diagnose problems with our services, gather demographic information, analyze trends, conduct research, and otherwise administer the Service. Additionally, Bright House uses a third party provider to place our internet ads. The provider uses "pixel tags," an industry standard technology used by most major websites to collect anonymous information about your visits to our site and your interaction with our products and services. The provider may also use information about your visits to this and other sites to target advertisements for merchandise and services and to gauge the effectiveness of advertisements. No personally identifiable information, such as your name, address, phone number or email address, is collected or used in this process. If you would like more information about this practice and your option to not have this anonymous information used by our third party provider, please visit <http://www.networkadvertising.org/choices>.

You may opt out of the cookies delivered by Bright House on its websites by changing the setting on your browser. Depending on your privacy settings, please be aware that this may disable all cookies delivered to your browser, not just the ones delivered by Bright House. Because a "Do Not Track" protocol has not yet been finalized, Bright House's information collection and disclosure practices, and the choices that we provide to consumers, will continue to operate as described in this Privacy Notice, whether or not a Do Not Track signal is received.

Third-party ad serving companies and other unaffiliated advertisers may also display advertisements on our websites. As part of their service, they may place a separate cookie on your computer or utilize other means, such as, web beacons, clear GIFs, pixel tags or other similar technologies, to collect Non-Personally Identifiable Information, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server, and whether you responded to a particular advertisement. This use of these technologies by third parties is subject to their own privacy policies, not this Privacy Notice, and we have no responsibility or liability in connection therewith. To find out more about third party advertising and whether certain opt-outs are available, visit <http://www.aboutads.info>.

#### M. How do I contact Bright House?

If you have any questions or suggestions regarding this privacy notice, or wish to contact us about your personal information, please contact one of our Business Offices.

#### N. What can I do if I believe Bright House has violated my privacy rights?

If you believe that you have been aggrieved by any act of ours in violation of law, we encourage you to contact us directly as described above in Section K in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit in federal district court seeking damages, attorneys fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.



## **Our Policies**

# **High Speed Data Acceptable Use Policy**

# High Speed Data Acceptable Use Policy

## I. Acceptable Use Policies

Bright House Networks ("BHN") seeks to create and foster an on-line community that can be used and enjoyed by all its high speed data service customers. To further that goal, BHN has developed an Acceptable Use Policy. Although much of what is included here is common sense, BHN takes these issues very seriously and will enforce its rules to ensure enjoyment by all of its members. BHN reserves the right to suspend or cancel a subscriber's account for engaging in inappropriate conduct. In using the high speed data services provided over BHN's network (the "HSD Service"), subscribers accept this non-exhaustive list of restrictions as well as those set forth in BHN's Agreement for Residential Services and agree to use the HSD Service only for lawful purposes and not to use or allow others to use the HSD Service in violation of the following guidelines:

Unless you have specifically subscribed for commercial grade service, the HSD Service is provided to you for personal, non-commercial use only. The service cannot be used for any enterprise purpose whatsoever whether or not the enterprise is directed toward making a profit. If it is your intention to use this service for these purposes, please contact BHN to inquire whether commercial grade service programs are available.

The HSD Service may not be used to engage in any conduct that interferes with BHN's ability to provide service to others, including the use of excessive bandwidth.

The HSD Service may not be used in a manner that interferes with BHN's efficient operation of its facilities, the provision of services or the ability of others to utilize the HSD Service in a reasonable manner. BHN may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with this Acceptable Use Policy ("Network Management Tools"). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, limiting the number of peer-to-peer sessions a user can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups and such other Network Management Tools as BHN may from time to time determine appropriate.

The HSD Service may not be used to breach or attempt to breach the security, the computer, the software or the data of any person or entity, including BHN, to circumvent the user authentication features or security of any host, network or account, to use or distribute tools designed to compromise security, or to interfere with another's use of the HSD Service through the posting or transmitting of a virus or other harmful item to deliberately overload or flood that entity's system.

In using the HSD Service, you may not use an IP address or client ID not assigned to you, forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting or probe, scan or test the vulnerability of any system or network by the use of sniffers, SNMP tools or any other method.

The HSD Service may not be used to post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient.

The HSD Service may not be used to upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others. These include, but are not limited to, materials infringing or compromising intellectual property rights or the ability to maintain trade secrets and other personal information as private; the ability to avoid hate speech; threats of physical violence; harassing conduct; sexually oriented material that is offensive or inappropriate; and unsolicited bulk e-mail.

The HSD Service may not be used to engage in or foster any consumer fraud such as illegal gambling, "Make Money Fast" schemes, chain letters, Pyramid, or other investment schemes, or to make or encourage people to accept fraudulent offers by e-mail, USENET or other means, of products, items or services, originating from your account, or through a third party which implicates your account or to post or transmit off-topic or commercial messages on bulletin boards.

You may not engage in any of the above activities using the service of another HSD, while channeling such activities through your HSD Service account or using this account as a mail drop for responses.





## Our Policies

# Network Management Policy

Bright House Networks BroadBand Internet Access Services

Updated June 2015

This document describes the broadband Internet access service offered by Bright House Networks ("BHN") for residential and small business customers, and discusses three of the key features of that service:

### Service performance

How BHN manages its network to avoid traffic congestion, to offer multiple services on the same network, and to ensure network security

### Pricing and other commercial terms

This page does not contain all of the terms that apply to BHN's broadband Internet access services. Those terms for residential customers are contained in BHN's High Speed Data Acceptable Use Policy ([brighthouse.com/policies/policies/acceptable-use.html](http://brighthouse.com/policies/policies/acceptable-use.html)) and Agreement for Residential Services ([brighthouse.com/policies/policies/residential-agreement.html](http://brighthouse.com/policies/policies/residential-agreement.html)), and for small business customers in BHN's Acceptable Use Policy ([businesssolutions.brighthouse.com/about-us/our-policies/acceptable-use-policy.html](http://businesssolutions.brighthouse.com/about-us/our-policies/acceptable-use-policy.html)) and the Bright House Networks Business Solutions Services Master Agreement ([businesssolutions.brighthouse.com/about-us/our-policies/terms-and-conditions.html](http://businesssolutions.brighthouse.com/about-us/our-policies/terms-and-conditions.html)).

This document is intended to provide information to customers who subscribe to BHN's residential and small business broadband Internet access service to comply with Federal Communications Commission disclosure regulations and to help consumers understand BHN's different broadband Internet access service offerings.

All of BHN's broadband Internet services, policies and practices are subject to change. BHN will update this document to reflect such changes.

If you have questions about BHN's services, including the points discussed here, please contact a BHN customer service representatives or visit [www.brighthouse.com](http://www.brighthouse.com).

## BHN'S BROADBAND INTERNET ACCESS SERVICES

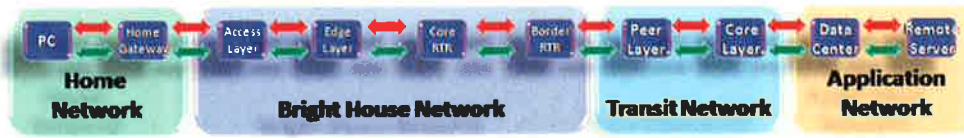
### Delivery of Broadband Internet Access Services

BHN offers an array of broadband Internet access services to provide its customers with the capability of connecting to the Internet. BHN's services are principally offered by means of its hybrid fiber-coax networks in the areas where it provides service. As discussed below, however, in some locations BHN also



offers Internet access by means of wireless WiFi technology.

The diagram below shows what is involved in getting access to the Internet, and how BHN provides its broadband Internet access service.



Starting from the right-hand side, an "Application Network" is the network that hosts Internet content or online services. The Application Network, the content, and these services are provided by third parties other than BHN. A "Transit Network," also provided by third parties, links the Application Network to BHN's network. BHN's network connects to equipment in individual homes and offices, shown on the left as a "Home Network."

The equipment in, and performance of, each of these separate networks affects a consumer's Internet experience. For example, if a computer in a Home Network can only handle data at one megabit per second, it doesn't matter how fast BHN's network is; the consumer will only be able to send and receive data at one megabit per second. If a web site on an Application Network only has a one megabit-per-second connection to the Internet data from that web site will arrive no faster than one megabit per second, again no matter how fast BHN's network might be.

BHN manages its network, and its connections to Transit Networks, to ensure that its customers have reliable broadband Internet access at the data rates BHN advertises. Because BHN does not own, control or manage the equipment in Home Networks or in Transit or Application Networks, BHN does not control the overall Internet experience that its customers will receive. That said, BHN is eager to work with its customers to identify the cause of any problems the customers may encounter with their broadband Internet service and to find solutions to those problems.

#### BHN's WiFi Service

In addition to the "wired" broadband Internet access service described above, BHN also offers Internet access by means of wireless WiFi services in some locations.

### SERVICE PERFORMANCE

#### Overview of BHN's Broadband Internet Access Services

BHN offers a variety of different broadband Internet service plans in each of its service area. The plans available in each area can be found at [www.brighthouse.com](http://www.brighthouse.com). The plans in each area are sold under various brand names. The lowest data rate BHN offers is a 15 Mbps plan, available in some but not all areas. The highest data rate BHN offers for residential customers is a 300 Mbps plan, and a 325 Mbps plan for small business customers. These plans are available in some but not all areas.

#### Performance

As described below under Network Management, BHN continuously monitors its network to ensure that conditions of network congestion do not develop. As a result, on BHN's own network, customers receive the data rates for which their service has been configured. The data rates at which particular distant websites or other Internet resources may be downloaded, or the data rates at which customer information may be uploaded to a distant website or Internet location will be affected by factors beyond BHN's control, including the speed of the connection from a distant web server to the Internet, congestion on intermediate networks, and/or limitations on the customer's own computer equipment.

BHN encourages all of its customers to consider the capabilities of their equipment when deciding which of BHN broadband service to buy. It may be that a customer will need to upgrade the computers and wireless or other networks in their own homes or offices to take full advantage of the speeds that BHN's network can provide.

BHN will provide additional information here from time to time regarding the specific performance of its network.

#### BHN's WiFi Services

Additional factors apply to BHN's WiFi services because such services are configured somewhat differently from wired services. The link from a BHN WiFi access point to the Internet via BHN's wired network is configured in a manner similar to any other BHN broadband Internet access service. However, WiFi uses unlicensed wireless spectrum that is shared among many users for a range of purposes, which will result in wide variability of usage characteristics.

#### NETWORK MANAGEMENT

##### Avoiding Congestion Through Expanding Capacity

BHN's network management approach is to add network capacity as needed so that its network delivers to customers the bandwidth and data speeds they are paying for, even when many customers are using the network at the same time. We watch how much data customers are sending over the network and seek to add capacity before customer's uploads or downloads get delayed as a result of network congestion. Specifically, BHN continuously monitors the usage of its broadband network throughout each day. If any portion of the network appears to be experiencing sustained usage levels that would, if growth continued, result in network congestion, BHN takes steps to increase the capacity of those portions of the network in order to reduce or prevent congestion from occurring.

##### Giving Priority To Different Applications And Services

BHN does not discriminate against or otherwise prevent you or other users of its service from sending and receiving the lawful content of your choice; running lawful applications and using lawful services of your choice; or connecting your choice of legal devices to the service, provided that such applications and services do not harm the network or the provision of broadband Internet access services, facilitate theft of service, or harm other users of the service. Similarly, BHN does not impair or degrade particular content, applications, services, or non-harmful devices.

By actively monitoring network usage and making capacity upgrades before usage hits a level that would cause congestion, BHN has been able to avoid implementing rules that give some kinds of network traffic priority over other kinds of traffic. However, while this situation has not occurred, BHN has configured its network so that data associated with BHN's voice telephone service would receive priority over other data, were a situation of congestion to develop.

Note that BHN's video (cable TV) services are not affected by these considerations. BHN's video services are delivered using the same physical network as its data services, but as a technical matter they use different network capacity (different light frequencies in the portion of the network that uses optical fiber, and different electrical frequencies in the portion of the network that uses coaxial cable) than the data services use. No amount of usage of BHN's video services will affect the amount of capacity available for its data services, and no amount of usage of BHN's data services will affect the amount of capacity used by its video services.

##### Network Security Measures

BHN actively seeks to address the threats posed by harmful and unwanted traffic and to protect the security of its network and its customers. Unfortunately, there are people and businesses that try to use the Internet for harmful purposes. For example, malicious software (often referred to as "malware") such as viruses, worms, spyware, and distributed denial of service ("DDoS") attacks not only can adversely affect the network, but also can result in harm to customers' computers, compromise their data, and harm third parties as well. Unwanted communications such as spam can lead to similar problems.

BHN provides a range of tools to its customers to enable them to respond to such risks, offering both free and premium options for anti-virus and anti-phishing software, spyware, and adware. All inbound e-mail is scanned for viruses, and messages found to contain viruses are discarded. In addition, BHN may limit

outbound e-mails to a set number of messages a day in order to identify and block known spammers, consistent with standard industry practices. All inbound e-mail is spam-scanned, and messages tagged as spam are deposited in a special spam folder, accessible by webmail.

If BHN observes such traffic patterns in its customers' computers, BHN may temporarily cut those computers off from network access until the situation is resolved.

BHN's network software also examines traffic usage data for individual segments of the network as part of overall network management and security. This is detailed for residential customers in BHN's High Speed Data Acceptable Use Policy ([brighthouse.com/policies/policies/acceptable-use.html](http://brighthouse.com/policies/policies/acceptable-use.html)) and Agreement for Residential Services ([brighthouse.com/policies/policies/residential-agreement.html](http://brighthouse.com/policies/policies/residential-agreement.html)), and for small business customers in BHN's Acceptable Use Policy ([businesssolutions.brighthouse.com/about-us/our-policies/acceptable-use-policy.html](http://businesssolutions.brighthouse.com/about-us/our-policies/acceptable-use-policy.html)) and the Bright House Networks Business Solutions Services Master Agreement ([businesssolutions.brighthouse.com/about-us/our-policies/terms-and-conditions.html](http://businesssolutions.brighthouse.com/about-us/our-policies/terms-and-conditions.html)).

#### Attaching Different Devices To Our Network

BHN allows use of a broad range of qualified, DOCSIS-compatible modems in connection with its broadband services, and adjusts its practices as new equipment is introduced in the marketplace. As described above, BHN's network conforms to the DOCSIS 3.0 industry standard. An approved device that a customer chooses to connect to the network must be able to work with DOCSIS 3.0 protocols and signaling formats in order to work properly. Also, older devices that were not designed to conform to the DOCSIS 3.0 standard may not be able to make use of all of the features available using the network. Information about the DOCSIS 3.0 standard is available at:

<http://support.brighthouse.com/Article/Turbo-And-Lightning-DOCSIS-3-0-Modem-10777/>

#### BHN's WiFi Services

Subject to the special characteristics of WiFi connections by users, discussed above, BHN applies the same network management approach to its WiFi offerings as to the rest of its broadband Internet access services.

### PRICING AND OTHER TERMS

#### Pricing

As noted above, BHN offers an array broadband Internet access services. The specific terms of service for BHN's different offerings, including prices, are spelled out in the materials specific to each service. You can read the specific terms for residential broadband Internet access services at [brighthouse.com/shop/internet/internet.html](http://brighthouse.com/shop/internet/internet.html) and for small business broadband Internet access services at [businesssolutions.brighthouse.com/services/internet.html](http://businesssolutions.brighthouse.com/services/internet.html).

BHN offers its broadband Internet access services in competition with other providers. This means that BHN changes its prices from time to time to respond to competition, and that from time to time BHN offers special promotional prices and offers. Please visit [www.brighthouse.com](http://www.brighthouse.com) to learn about any current promotions or other special offers that may be available.

#### Privacy

BHN's policies regarding the privacy of its customers' information is available at [brighthouse.com/policies/policies/customer-privacy.html](http://brighthouse.com/policies/policies/customer-privacy.html) for residential customers and [businesssolutions.brighthouse.com/about-us/our-policies/customer-privacy-notice.html](http://businesssolutions.brighthouse.com/about-us/our-policies/customer-privacy-notice.html) for small business customers.

#### More Information; Handling Questions Or Concerns

If you have any questions about BHN's services, including the network management practices described here, and wish to contact a customer service representative, please visit Bright House Networks Customer Support page at [www.brighthouse.com](http://www.brighthouse.com) then click on the header "Support". If you have any complaints regarding those network management practices, you are encouraged first to contact BHN's Customer Service representatives in order to address any questions. Otherwise, please utilize the complaint

procedures set forth in the Terms of Service applicable to your service.

If you are a provider of applications, network services, or online content, and you have any questions or concerns about BHN's services or its network management practices, please contact BHN at [noc@mybriighthouse.com](mailto:noc@mybriighthouse.com). Personnel with the appropriate knowledge to address such issues will seek to resolve your inquiries or complaints or escalate them for resolution.

The Federal Communications Commission has established rules governing network management practices and has procedures in place for handling complaints regarding those practices. If BHN is unable to resolve your situation, information describing how to file a complaint with the FCC is available at the FCC's website, [www.fcc.gov](http://www.fcc.gov).



## Our Policies

# Online Services Privacy Policy

Updated May 2014

Bright House Networks is committed to respecting and protecting your privacy. This Privacy Policy applies to your use of our publicly available websites, mobile sites, applications, and/or other services provided by Bright House Networks that link to this Privacy Policy ("Online Services"). You should also see our Online Services User Agreement ("User Agreement") for other information concerning your use of our Online Services. We encourage you to read this Policy and call us with any questions. By using our Online Services, you accept both this Policy and the User Agreement.

This Privacy Policy does not govern Bright House's treatment of information it collects, uses or discloses other than through the Online Services. This Policy does not cover information about you that is collected by Bright House Networks in connection with the provision of our cable television services, high-speed Internet services, and phone services. If you are a customer of BHN, please refer to the Bright House Customer Privacy Notice at [www.brighthouse.com](http://www.brighthouse.com).

We may modify this Policy at any time. Such changes, modifications, additions or deletions shall become effective immediately upon posting. You acknowledge and agree that it is your responsibility to review this site and this Privacy Policy periodically, and to be aware of any modifications. If you find the changes unacceptable, do not use the Online Services. If you continue to use the Online Services following notice of the changes, we will consider that to be your acceptance of and consent to the changes.

When we use the terms "Bright House," "BHN," "we," "us" or "our," we mean Bright House Networks, LLC and the family of companies we own or control. The term "you" refers to you as a user to one or more of the Online Services.

### Information We Collect

**Policy** — We collect two types of information through our Online Services: personally identifiable information and non-personally identifiable information. It is our policy to collect only the personally identifiable information that we need to provide the Online Services with the quality you desire and deserve.

Personally identifiable information identifies you specifically, such as your name, mailing address, e-mail address, telephone and fax numbers, and other personally identifying information.

Non-personally identifiable information does not by itself identify a specific individual. This information may include Uniform Resource Locators ("URLs"), demographic information, browser type, and/or your Internet Protocol ("IP") address.

**Online Services Visitors** — When you access our Online Services, we automatically collect access log information about your visit, including information such as the Internet Protocol addresses assigned (numbers assigned to your computer while online), bandwidth used, system and connection performance, browsers used, dates and times of access, and Internet resource requests, including requests to access web pages.

**Online Services Registrants** — In visiting our Online Services, if you register with us or participate in a contest, survey or online transaction, we may ask for certain personally identifiable information. When we ask you for such information, we will tell you how it will be used and you may elect not to participate. When ordering products or services via the Online Services, you may also be asked to provide payment information. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

**Cookies and Online Advertising** — We may use "cookies" or similar tools, such as web beacons or tracking pixels, to collect information about your visit to our Online Services and to manage information concerning your preferences. Such tools are small computer code added to files on your computer as a record of its visit and can be used to note information about your visit, such as your type of web browser, operating system and Internet Protocol address, to better tailor the Online Services for you. They can also be used to recognize you when you log in as a registered user or as a repeat visitor. This allows us to tailor the Online Services by remembering you and any options you select. We may share non-personal information obtained from various kinds of cookies with vendors, advertisers and others. You can control what cookies are accepted by your computer through the settings on your web browser or by deleting them from your files. Doing so, however, may limit the personalization available to you. Because a "Do Not Track" protocol has not yet been finalized, Bright House Networks' information collection and disclosure practices, and the choices that we provide to consumers, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received.

We use a third party provider to place our internet ads. The provider uses "pixel tags," an industry standard technology used by most major websites to collect anonymous information about your visits to our site and your interaction with our products and services. The provider may also use information about your visits to this and other sites to target advertisements for merchandise and services and to gauge the effectiveness of advertisements. No personally identifiable information, such as your name, address, phone number or email address, is collected or used in this process. If you would like more information about this practice and your option to not have this anonymous information used by our third party provider, please visit <http://www.networkadvertising.org/choices>.

**Advertisers and Other Websites** — Third-party ad serving companies and other unaffiliated advertisers may also display advertisements on our websites. As part of their service, they may place a separate cookie on your computer or utilize other means, such as, web beacons, clear GIFs, pixel tags or other similar technologies, to collect non-personally identifiable information, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server, and whether you responded to a particular advertisement. We do not control the privacy policies of advertisers or of websites you may link to from our Online Services or by using our services. You should review their websites for questions about their Internet security and privacy, and we have no responsibility or liability in connection therewith. To find out more about third party advertising and whether certain opt-outs are available, visit <http://www.aboutads.info>.

#### Use and Sharing

**Use Policy** — We consider any personally identifiable information we receive about you to be confidential, and it is our policy to use it only in providing our Online Services. We may also use such information in dealing with fraud and unauthorized use of our services.

**Aggregate Information** — We use aggregate information about our Online Service visitors for a variety of purposes. Such aggregate information does not contain personally identifiable information. We may share such aggregate and related demographic information with third parties.

**Sharing Policy** — It is our overall policy not to disclose your personally identifiable information to others

outside of BHN and our affiliates, vendors and business partners without your prior consent. We do not sell or provide your personal information to parties unconnected with the services we provide without your permission.

**Special Exceptions** — We reserve the right to disclose personally identifiable information in our possession if we have a good faith belief that it is necessary to: (1) comply with the law or legal process served on us; (2) protect and defend our rights or property or those of others; (3) respond to fraud, abuse or unauthorized use of our services; (4) enforce our User Agreement, or Acceptable Use Policy; or (5) act in an emergency to protect your safety or that of another.

**Third Parties** — We sometimes use affiliates, vendors or third party partners in association with our Online Services and may provide personally identifiable information about users for such purposes. In providing such information, we require that the outside party maintain at least the same level of confidentiality that we maintain for such information. In addition, any use by the vendor or third party may not exceed that needed to provide its service.

#### Internet Security

**Taking Proper Precautions** — We take such actions as are necessary to prevent unauthorized access to your personally identifiable information by a person other than you or us. We use security and encryption technologies to secure certain sensitive personally identifiable information we collect through the Online Services. We cannot guarantee, however, that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information. Maintaining the security of your own personal computer is an important part of protecting your own privacy and of helping us protect our network and our Online Services. You should use and update regularly your antivirus software, firewall and your operating system to prevent unauthorized access by others and harm from various forms of viruses. Persons with questionable intent may use the Internet or email to pose as someone you trust or do business with. You should always be sure who you are dealing with before responding with personal information.

**Access by Others** — It is possible for use of the Internet to be accessed or intercepted by third parties. Moreover, since we cannot control Web sites or Internet services operated by third parties, we recommend that you review the terms of service and privacy policies of those Web sites and services.

#### Spam

Bright House Networks works hard to prevent and to block spam and we encourage your help by preventing unauthorized access to your computer. The law permits companies like BHN to use email to send transactional or relationship messages, such as in confirming that a service has been established or providing information regarding changes in service. If you prefer, you may opt-out of marketing messages we may send by notifying us in response to any you may receive.

#### Children's Privacy

Our Online Services are not directed at, or intended for use by, children under the age of 13. We do not knowingly allow anyone under 13 to provide any personal information on our websites. Children should always get permission from a parent or guardian before sending personal information over the Internet. If you believe your child may have provided us with personal information, contact us and we will delete the information. You can find more information about protecting children's privacy by contacting the FTC or viewing its website at <http://www.ftc.gov>.

#### How to Contact Us

If you have any questions or suggestions regarding this privacy notice, we encourage you to contact us or please call one of our Business Offices.

#### California Residents: Your California Privacy Rights

California law entitles our California customers to request additional information from a business which shares personally identifiable information with third parties for their direct marketing purposes. We do not

share personally identifiable information with unaffiliated third parties, for their own direct marketing purposes. We may share personally identifiable information with some same-branded affiliates, however, for those affiliates' direct marketing purposes. If you contact us, we will provide you with the names and addresses of our same-branded affiliates in California and a list of personally identifiable information that we may have shared with them.





## Our Policies

# Online Services User Agreement

Updated December 2014

This Online Services User Agreement ("User Agreement") governs your use of the Bright House Networks websites, mobile sites, applications, and/or other services provided by Bright House Networks that link to this User Agreement ("Online Services"). This User Agreement does not apply to our residential cable television, high-speed Internet, or phone services, or to our Business Solutions or Enterprise Solutions services. The Bright House Networks Agreement for Residential Services applies to our residential services, and the Bright House Networks Business Solutions Services Master Agreement applies to our Business Solutions and Enterprise Solutions services.

This User Agreement is published at [www.brighthouse.com](http://www.brighthouse.com). You can call us for a printed copy. We encourage you to read this User Agreement. You should also see our Online Services Privacy Policy for other information concerning your use of our Online Services. By using our Online Services, you accept both the terms of this User Agreement.

When we use the terms "Bright House," "BHN," "we," "us," or "our", we mean Bright House Networks, LLC and the family of companies we own or control. The term "you" refers to you as a user to one or more of the Online Services.

### Monitoring

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Online Services, including in the social, community and public discussion areas, photo and video galleries, bulletin boards, forums, chats, blogs, personal/job search and other classified ads, and elsewhere, to foster compliance with this User Agreement. You hereby specifically agree to such monitoring. Nevertheless, we do not make any representations, warranties or guarantees that: (1) the Online Services, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with this User Agreement.

### Use of the Service by You

A. The Online Services are not intended for users under the age of 13, and we do not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from registering for the Online Services or submitting their personally identifiable information to us, and from using portions of the Online Services for which registration is required, such as our social, community

and public discussion areas, photo and video galleries, bulletin boards, forums, chats, blogs, personal/job search and other classified ads, contests/sweepstakes, and elsewhere.

B. You shall ensure that all equipment, hardware, software, products and/or services you use to access, visit, or use the Online Services do not disturb or interfere with our operation of the Online Services, or impede or interfere with others' access, visitation and/or use of the Online Services. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Service any equipment, hardware, software, product and/or services causing interference with us, our licensors, vendors, service providers, the Online Services.

C. If you provide to us the number for a mobile or other device, or we obtain the device identifier for a device you are using, you agree, represent, warrant, and guarantee that such device is registered in your name and owned by you, or that you have permission of the device owner(s).

D. Unless otherwise specified, the Online Services are intended for your personal, non-commercial use only. You are solely responsible for all usage of, or activities on, the Online Services by you and by those you authorize or allow to use, or provide access to, the Online Services.

E. You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations in accessing and using the Online Services, and will immediately notify us if you learn of or suspect a security breach or any illegal activity in connection with the Online Services.

F. Content that is provided by us, our licensors, vendors and/or service providers, including without limitation photos, images, text, music, audio, videos, podcasts, trademarks, trade names, service marks and other brand identifiers, the organization, design, compilation, and "look and feel" of the Online Services, and all advertising thereon, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark and other intellectual property laws, rules, and regulations, and is the property of us or our licensors, vendors and/or service providers.

G. Certain content may be made available to you on or through the Online Services for download, installation, and/or streaming on your computer, mobile or other device, and via Real Simple Syndication (RSS), such as photos, images, text, music, audio, videos, podcasts, ringtones, games, graphics, or software. Such content is subject to the same terms, conditions, limitations and restrictions applicable to all content provided by us, our licensors, vendors and/or service providers. You must, in addition to all of your other obligations, use such content only to the extent expressly authorized for the particular content, and you may not use such content in a manner that exceeds such authorization.

#### Prohibitions on Use of the Service:

Bright House Networks reserves the right to suspend or cancel your use of Online Services if you engage in inappropriate conduct. You agree to use the Online Services only for lawful purposes and not to use or allow others to use the Online Services in violation of the following guidelines:

The Online Services may not be used in a manner that interferes with BHN's efficient operation of its facilities, the provision of services or the ability of others to utilize the Online Services in a reasonable manner.

The Online Services may not be used to breach or attempt to breach the security, the computer, the software or the data of any person or entity, including BHN, to circumvent the user authentication features or security of any host, network or account, to use or distribute tools designed to compromise security, or to interfere with another's use of the Online Services through the posting or transmitting of a virus or other harmful item to deliberately overload or flood that entity's system.

In using the Online Services, you may not use an IP address or client ID not assigned to you, forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting or probe, scan or test the vulnerability of any system or network by the use of sniffers, SNMP tools or any other method.

The Online Services may not be used to post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or

other depictions of children, the primary appeal of which is prurient.

The Online Services may not be used to upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others. These include, but are not limited to, materials infringing or compromising intellectual property rights or the ability to maintain trade secrets and other personal information as private; the ability to avoid hate speech; threats of physical violence; harassing conduct; sexually oriented material that is offensive or inappropriate; and unsolicited bulk e-mail.

The Online Services may not be used to engage in or foster any consumer fraud such as illegal gambling, "Make Money Fast" schemes, chain letters, Pyramid, or other investment schemes, or to make or encourage people to accept fraudulent offers by e-mail, USENET or other means, of products, items or services, originating from your account, or through a third party which implicates your account or to post or transmit off-topic or commercial messages on bulletin boards.

The Online Services may not be used to post, upload, transmit, send or otherwise make available on or through the Online Services any content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, or promote activities that incite violence, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, provincial, national, international, or foreign law, rule or regulation (e.g., drug use, underage drinking), including without limitation defamation, child pornography, fraud, or invasion of privacy;

The Online Services may not be used to stalk others on or through the Online Services, or using information obtained on or through the Online Services, or otherwise contact other users in the physical world without their permission using information obtained on or through the Online Services.

#### Indemnification

You agree to indemnify, defend and hold harmless us, our licensors, vendors, service providers, and each of our and their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns (collectively, "Indemnitees") from and against any and all claims, disputes, demands, proceedings, cause of action, judgments, damages, liabilities, losses, costs or expense (including, but not limited to reasonable attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "Claims") which may arise out of or are in any way connected with your access, visitation and/or use of the Online Services, or from any of your acts or omissions in connection with the Online Services.

#### Disclaimer of Warranty and Limitation of Liability:

A. CERTAIN FEATURES, FUNCTIONALITY, AND/OR CONTENT OFFERED ON OR THROUGH THE ONLINE SERVICES MAY BE HOSTED, ADMINISTERED, RUN OR OTHERWISE PARTICIPATED IN BY THIRD PARTIES, SUCH AS OUR SERVICE PROVIDERS THAT PROVIDE SOCIAL, COMMUNITY AND PUBLIC DISCUSSION AREAS, PHOTO AND VIDEO GALLERIES, BULLETIN BOARDS, FORUMS, CHATS, BLOGS, AUCTIONS, SHOPPING, AND PERSONAL/JOB SEARCH AND OTHER CLASSIFIED ADS. THESE SERVICE PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THE USER AGREEMENT WHEN USING THE SERVICE. WE AND THE INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH THIRD PARTIES.

B. YOU ACKNOWLEDGE THAT YOU ARE USING THE ONLINE SERVICES AT YOUR OWN RISK. THE ONLINE SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND WE AND THE INDEMNITEES HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED BY US OR THE ONLINE SERVICES. WE AND THE INDEMNITEES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT ACCESS TO THE ONLINE SERVICES AND/OR

REDACTED - FOR PUBLIC INSPECTION

COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND WE AND THE INDEMNITEES WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE.

C. WE AND THE INDEMNITEES ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCESS PROVIDER, INSUFFICIENT SPACE ON USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCOUNT/PROFILE, OR ANY OTHER CAUSE OR COMBINATION THEREOF.

D. WE AND THE INDEMNITEES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS USER AGREEMENT, THE ONLINE SERVICES, THE SALE, PURCHASE, RECEIPT, USE OR MISUSE OF ANY MERCHANDISE, PRODUCTS AND/OR SERVICES, INCLUDING WITHOUT LIMITATION CONTENT, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE SERVICE, INCLUDING DAMAGE TO YOUR COMPUTER, MOBILE OR OTHER DEVICE, OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE SERVICE OR ANY OF THE MERCHANDISE, PRODUCTS, SERVICES AND/OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE ONE MONTH PERIOD IN WHICH THE CLAIM AROSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGREEMENT IS NOT SUBJECT TO THE LAWS OF SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR".

Termination or Suspension of the Online Service, Your Use of the Online Service, and/or this User Agreement:

We reserve the right, in addition to our other remedies, to terminate, discontinue, suspend and/or restrict the Online Services, your account/profile, your ability to access, visit and/or use the Online Services or any portion thereof, and/or this User Agreement, including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice. In the event of any termination or discontinuation of your account/profile, your ability to access, visit and/or use the Online Services or any portion thereof, and/or the Agreement, we reserve the right, in addition to our other remedies, to reassign, and/or allow another user to use, your password and/or User ID.

Copyright Complaints:

- A. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, in addition to our other remedies, terminate, discontinue, suspend and/or restrict the account/profile or ability to access, visit, and/or use the Online Services of users who infringe the copyright rights of others, and we may choose to remove, delete, erase, or disable access to content deemed to be infringing. It is our policy to terminate the access of repeat infringers.
- B. If you have reason to believe that your content has been copied and/or is accessible on the Online Services in a way that constitutes copyright infringement, or that the Online Services contains links or other references to another site, application, destination or service that contains content or activity that infringes your copyright rights, you may notify us by providing a document via fax, first class U.S. mail, or e-mail that includes the following information (as required by the Online Copyright Infringement

one that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Online Services are covered by a single notification, a representative list of such works at the Online Services;
3. Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such copyrighted work;
4. Information reasonably sufficient to enable us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

C. IMPORTANT: MISREPRESENTATIONS MADE IN A NOTICE CLAIMING THAT CONTENT OR ACTIVITY IS INFRINGING VIOLATES THE DIGITAL MILLENNIUM COPYRIGHT ACT AND MAY EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES). COURTS HAVE FOUND THAT YOU MUST CONSIDER COPYRIGHT DEFENSES, LIMITATIONS OR EXCEPTIONS BEFORE SENDING A NOTICE. ACCORDINGLY, IF YOU ARE NOT SURE WHETHER CONTENT RESIDING ON OUR ONLINE SERVICES INFRINGES YOUR COPYRIGHT, WE SUGGEST THAT YOU FIRST CONTACT AN ATTORNEY. IN ADDITION, PLEASE DETERMINE WHETHER THE CONTENT YOU ARE SENDING A NOTICE ABOUT IS ACTUALLY RESIDING ON OUR ONLINE SERVICES BEFORE SENDING THE NOTICE.

D. Copyright Agent:

Jerry Birenz, Esq.  
 Sabin, Bermant & Gould LLP Phone: (212) 381-7057  
 1 World Trade Center Fax: (212) 381-7201  
 New York, NY 10007 E-mail: copyright@sabinfirm.com

- E. Note: Only copyright complaints should be sent to the copyright agent. No other communications to the copyright agent will be accepted or responded to.
- F. For communications on other matters, please contact us through the means described at the end of this Use Agreement.
- G. PLEASE NOTE: THE INFORMATION WE PRESENT HERE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT LEGAL ADVICE.

Arbitration

A. If you have a Dispute (as defined below) with Bright House Networks in connection with this User Agreement that cannot be resolved, you or Bright House Networks may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

B. As used in this Provision, the term "Dispute" means any dispute, claim or controversy between you and Bright House Networks regarding any aspect of your relationship with Bright House Networks that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including

but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory.

C. **Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY BRIGHT HOUSE NETWORKS IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS USER AGREEMENT. YOUR WRITTEN NOTIFICATION TO BRIGHT HOUSE NETWORKS MUST INCLUDE YOUR NAME, ADDRESS AND BHN ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH BHN THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH BRIGHT HOUSE NETWORKS OR THE DELIVERY OF SERVICES TO YOU BY BHN. IF YOU HAVE PREVIOUSLY NOTIFIED BRIGHT HOUSE NETWORKS OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

D. **Restrictions:**

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO SECTION 3 OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.

3. ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH BRIGHT HOUSE NETWORKS UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

E. **Exclusions from Arbitration.** YOU AND BRIGHT HOUSE NETWORKS AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY BRIGHT HOUSE NETWORKS THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN BRIGHT HOUSE NETWORKS AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. Section 522(9); AND (5) ANY DISPUTE THAT YOU PURSUE BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

F. **SPECIAL NOTE REGARDING ARBITRATION FOR CALIFORNIA CUSTOMERS:**  
IF YOU ARE A BHN CUSTOMER IN CALIFORNIA, BRIGHT HOUSE NETWORKS WILL NOT SEEK TO ENFORCE THE ARBITRATION PROVISION ABOVE UNLESS WE HAVE NOTIFIED YOU OTHERWISE.

**How to Contact Us**

If you need to contact or notify Bright House Networks for any reason, please contact us to receive information from your local customer service representative or call one of our Business Offices.



## Our Policies

# Agreement for Residential Services

### Bright House Networks Agreement for Residential Services

Updated August 8, 2014

The account holder(s) referred to on the accompanying Bright House Networks Work Order or statement ("I," "me" or "my") agrees that the Work Order, this Agreement, the Terms of Use referred to below, the WiFi Service Terms of Use, and any applicable Tariff(s) on file with the state utility commission or comparable state agency in the jurisdiction in which I live, set forth the terms and conditions that govern my receipt of Services from Bright House Networks, which may include, among others, video, high-speed data and voice Services. The term "Services" and all other capitalized terms used in this Agreement are defined in Section 15.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE, WHICH SAYS THAT YOU AND BHN AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF THIS PART OF THE AGREEMENT SEE SECTION 14.

In consideration of BHN's provision of the Services that I have requested, subject to applicable law, I AGREE AS FOLLOWS:

#### 1. Important Information About This Agreement

(a) This Agreement, the Work Order, the Terms of Use, the WiFi Service Terms of Use and any effective and applicable Tariff(s), each of which BHN may amend as set forth below, constitute the entire agreement between BHN and me. This Agreement supersedes all previous written or oral agreements between BHN and me. I am not entitled to rely on any oral or written statements by BHN's representatives relating to the subjects covered by these documents, whether made prior to the date of my Work Order or thereafter, and BHN will have no liability to me except in respect of its obligations as described in this Agreement and the other documents referred to above. The use of my Services by any person other than me is also subject to the terms of this Agreement, the Terms of Use, the WiFi Service Terms of Use and any applicable Tariff(s).

(b) BHN has the right to add to, modify, or delete any term of this Agreement, the Terms of Use, the WiFi Service Terms of Use the Subscriber Privacy Notice or any applicable Tariff(s) at any time. An online version of this Agreement, the Terms of Use, the WiFi Service Terms of Use, the Subscriber Privacy Notice and any applicable Tariff(s), as so changed from time to time, will be accessible at <http://brighthouse.com/> or another online location designated by BHN, or can be obtained by calling my local BHN office. The online versions of these documents are always the most current versions.

(c) BHN will notify me of any significant change(s) in this Agreement, the Terms of Use, the WiFi Service Terms of Use, the Subscriber Privacy Notice, any applicable service plan, or any applicable Tariff(s). Any

terms of use, the subscriber privacy notice, any applicable service plan, or any applicable tariff(s). Any changes will become effective at such time as we update the on-line version of the relevant document, except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to any of these documents, my continued use of the Services will constitute my consent to such change and my agreement to be bound by the terms of the document as so changed. If I do not agree to any such change, I will immediately stop using the Services and notify BHN that I am terminating my Services account.

(d) My acceptance of Services constitutes my acceptance of the terms and conditions contained in this Agreement. In the event that a portion of my Services is terminated, or any aspect of it is changed, any remaining service or replacement service will continue to be governed by this Agreement.

## 2. Payment; Charges

(a) I agree to pay BHN for (i) all use of my Services, (ii) installation and applicable service charges, (iii) BHN Equipment, and (iv) all applicable local, state and federal fees and taxes. Charges for the Services that I receive have been provided to me. Other charges are set forth on a separate price list that I have received and/or can be provided on request. I will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as otherwise specified in the price list. BHN may change both the fees and the types of charges (e.g., periodic, time-based, use-based) for my Services. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for any early termination fees that were described to me at the commencement of such promotion. I understand that if I receive Services on a promotional or discounted plan, my rates will increase to standard rates for such Services at the end of the promotional or discount period.

(b) Charges for installation Services and related equipment available from BHN for a standard Services installation may be described in BHN's list of charges and any applicable Tariff(s) and/or can be provided on request. Non-standard installations, if available, may result in additional charges as described in BHN's list of charges. In addition, I agree to pay charges for repair service calls resulting from my misuse of BHN Equipment or for failures in equipment not supplied by BHN.

(c) If my Services account is past due and BHN sends a collector to my premises, a field collection fee may be charged. The current field collection fee is on the price list or can be provided on request. I will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by BHN in collecting any amounts due under this Agreement and not paid by me.

(d) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed if my account is past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees are on the price list or can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. BHN reserves the right to change the late fees. If your Services are suspended for failure to pay amounts you owe us, or for violating this Agreement, you may be charged for the relevant Services during the suspension for a period up to 72 hours and you may be charged a fee to have your Services restored.

(e) I agree that if my Services account with BHN is past due, BHN may terminate any of my Services or accounts, including Home Phone Service, in accordance with applicable law. If I have a credit due to me or a deposit is being held on any account with BHN, I agree that the credit or deposit may be used to offset amounts past due on any other account I may have with BHN without notice to me. To reconnect any terminated Services, I may be required, in addition to payment of all outstanding balances on all accounts with BHN, to pay reconnect charges or other charges (where applicable) and/or security deposits before reconnection.

(f) BHN may verify my credit standing with credit reporting agencies and require a deposit based on my credit standing or other applicable criteria. BHN may require a security deposit, or a bank or credit card or account debit authorization from me as a condition of providing or continuing to provide Services. If BHN requires a security deposit, the obligations of BHN regarding such security deposit will be governed by the terms of the deposit receipt provided by BHN to me at the time the deposit is collected. I agree that BHN may deduct amounts from my security deposit, bill any bank or credit card submitted by me, or utilize any other means of payment available to BHN, for any past due amounts payable by me to BHN, including in respect of damaged or unreturned BHN Equipment.



(g) If I have elected to be billed by credit card, debit card or ACH transfer, I agree that I will automatically be billed each month for any amounts due under this Agreement. If I make payment by check, I authorize BHN and its agents to collect this item electronically.

(h) BHN may charge fees for all returned checks and account debit, bank card or charge card chargebacks. The current return/chargeback fees are listed in the list of charges on the price list or can be provided on request. BHN reserves the right to change return/chargeback fees.

(i) If I subscribe to HSD Service, I agree that BHN may bill any bank or credit card submitted by me, or utilize any other means of payment available for any past due amounts payable by me to BHN.

(j) All use of my Services, whether or not authorized by me, will be deemed my use and I will be responsible in all respects for all such use, including for payment of all charges attributable to my account (e.g., for VOD movies, , international long distance charges, etc.). BHN is entitled to assume that any communications made through my Services or from the location at which I receive the Services are my communications or have been authorized by me, and I authorize you to provide any Services to the person making such communications. My Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties. I agree that all such charges incurred by me or attributed to my account will be my sole and exclusive responsibility and agree to pay the same when due, and shall indemnify and hold harmless the BHN Parties for all liability for such charges. I agree that BHN is not responsible or liable for the quality of any content, merchandise, products or Services (or the price thereof) made available to me via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

(k) I acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services BHN provides and consequently, uncertainty about what fees, taxes and surcharges are due from BHN and/or its customers. Accordingly, I agree that BHN has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to me, including any government imposed fees and taxes that become applicable retroactively. I further agree to waive any claims I may have regarding BHN's collection or remittance of such fees, taxes and surcharges. I further understand that I may obtain a list of the fees, taxes and surcharges that my local BHN office currently collects or passes through by contacting BHN directly.

(l) I agree that it is my responsibility to report BHN billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, the errors are waived.

(m) I agree that BHN has no obligation to notify me of, or change my rate to reflect, offers it may make to consumers that contain different prices for Services (or packages of Services) that are the same as, or similar to, the Services I receive.

### 3. Installation; Equipment and Cabling

(a) If I am not the owner of the house, apartment or other premises upon which BHN Equipment and Software are to be installed, I warrant that I have obtained the consent of the owner of the premises for BHN personnel and/or its agents to enter the premises for the purposes described in Section 3(d). I agree to indemnify and hold the BHN Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees).

(b) I authorize BHN to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. BHN shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the BHN Equipment, except for damage caused by negligence on the part of BHN.

(c) The BHN Equipment is and at all times shall remain the sole and exclusive personal property of BHN, and I agree that I do not become an owner of any BHN Equipment by virtue of the payments provided for in this Agreement or the Tariff(s) or the attachment of any portion of the BHN Equipment to my residence or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, BHN may, but

shall not be obligated to, retrieve any associated BHN Equipment not returned by me as required under Section 3(f) below. BHN will not be deemed to have "abandoned" the BHN Equipment if it does not retrieve such equipment.

(d) I agree to provide BHN and its authorized agents access to my premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the BHN Equipment, to install Software, to conduct service theft audits, or to check for signal leakage. I agree that BHN may have reasonable access to easements and BHN Equipment located on my grounds.

(e) BHN shall have the right to upgrade, modify and enhance BHN Equipment and Software from time to time through "downloads" from BHN's network or otherwise.

(f) If the Services are terminated, I agree that I have no right to possess or use the BHN Equipment related to the terminated Services. As required under Section 10(b), I agree that I must arrange for the return of BHN Equipment to BHN, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If I do not promptly return the BHN Equipment or schedule with BHN for its disconnection and removal, BHN may enter any premises where the BHN Equipment may be located for the purpose of disconnecting and retrieving the BHN Equipment. I will pay any expense incurred by BHN in any retrieval of the unreturned BHN Equipment. BHN may charge me a continuing monthly fee until any outstanding BHN Equipment is returned, collected by BHN or fully paid for by me in accordance with Section 3(g). The current fee is listed in the list of charges on the price list or can be provided on request.

(g) I agree to pay BHN liquidated damages in the amount demanded by BHN, but not to exceed that specified in the then-current manufacturer's price list for the replacement cost of the BHN Equipment without any deduction for depreciation, wear and tear or physical condition of such BHN Equipment if (i) I tamper with, or permit others to tamper with, BHN Equipment, (ii) the BHN Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such destruction, loss, or theft, or (iii) the BHN Equipment is damaged (excluding equipment malfunction through no fault of my own) while in my possession, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such damage. I agree that these liquidated damages are reasonable in light of the problem of theft of cable Services; the existence of a "black market" in BHN Equipment; the ability of third parties to steal Services with unlawfully obtained BHN Equipment, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages that arise from the unauthorized tampering with, loss, destruction, or theft of BHN Equipment. I agree to return any damaged BHN Equipment to BHN.

(h) I agree that BHN may place equipment and cables on my premises to facilitate the provision of Services to me and to other locations in my area. The license granted under this Section 3(h) will survive the termination of this Agreement until the date that is one year from the date on which I first notify BHN in writing that I am revoking such license.

#### 4. Use of Services; BHN Equipment and Software

(a) I agree that BHN has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). I further agree that my ISP (and, if applicable, OLP) has the right to add to, modify, or delete any aspect, feature or requirement of the HSD Service (including content, price and system requirements). If BHN changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services utilizing my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Agreement, the Terms of Use, the WiFi Service Terms of Use, and the Tariff(s). If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified. I agree that BHN shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged, during such promotional period.

(b) I agree that the Services I have requested are residential Services, offered for reasonable personal, non-commercial use only. I will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. Among other things:

(i) If I receive Video Service, I agree not to use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to transmit or distribute the Video Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. I acknowledge that programs and other materials that I receive as part of the Video Service remain part of the Video Service even if I record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR or similar device. If BHN determines in its sole discretion, that your use of the Video Service is excessive or in violation of this Agreement or not typical of a residential user of the Service, we reserve the right (i) immediately and without notice to terminate or modify your Video Service or (ii) assess additional charges for each month in which any excessive usage occurred. I acknowledge that BHN reserves the right at any time and in its sole discretion to change its channel lineup and/or to preempt specific programs or parts of programs previously advertised as available.

(ii) If I receive Home Phone Service, I agree not to use the Services for telemarketing, call center, medical transcription, auto-dialing, continuous or extensive call forwarding, or facsimile broadcasting Services or for any enterprise purpose whether or not the enterprise is directed toward making a profit, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. I agree that, among other things, my use of the Services to make available my Home Phone Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. If BHN determines in its sole discretion, that your use of the Home Phone Service is excessive or in violation of this Agreement or not typical of a residential user of the Service, we reserve the right (i) immediately and without notice to terminate or modify your Home Phone Service or (ii) assess additional charges for each month in which any excessive usage occurred.

(iii) If I receive HSD Service, I agree not to use the HSD Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the HSD Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within my residence, I will limit wireless access to the HSD Service (by establishing and using a secure password or similar means) to the members of my household. If BHN determines in its sole discretion, that your use of the HSD Service is excessive or in violation of this Agreement or not typical of a residential user of the Service, we reserve the right (i) immediately and without notice to terminate or modify your HSD Service or (ii) assess additional charges for each month in which any excessive usage occurred.

(c) Theft or willful damage, alteration, or destruction of BHN Equipment, or unauthorized reception, theft or diversion of Services, or assisting such theft, diversion, or unauthorized reception is a breach of this Agreement and potentially punishable under law (including by way of statutory damages, fine and/or imprisonment). Nothing in this Agreement, including, Section 3(g) above, shall prevent BHN from enforcing any rights it has with respect to theft or unauthorized tampering of Services or BHN Equipment under applicable law.

(d) I will not, nor will I allow others to, open, alter, misuse, tamper with or remove the BHN Equipment as and where installed by BHN or use it contrary to this Agreement, the Terms of Use, or the Tariff(s). I will not, nor will I allow others to, remove any markings or labels from the BHN Equipment indicating BHN ownership or serial or identity numbers. I will safeguard the BHN Equipment from loss or damage of any kind, including accidents, breakage or house fire, and will not permit anyone other than an authorized representative of BHN to perform any work on the BHN Equipment.

(e) I agree that to the extent any Software is licensed (or sublicensed) to me by BHN, such Software is provided for the limited purpose of facilitating my use of the Services as described in this Agreement. I will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. I will return or destroy all Software provided by BHN and any related written materials promptly upon termination of the associated Services to me for any reason. Software licensed to

me by my ISP or OLP, for instance my ISP's or OLP's client or browser software, is licensed under the ISP Terms or OLP Terms, as applicable, and is not the responsibility of BHN.

(f) I agree that I will use the Services for lawful purposes only, and in accordance with this Agreement, the Terms of Use, the WiFi Service Terms of Use, and the Tariff(s).

(g) I agree to be responsible for protecting the confidentiality of my screen names, passwords, personal identification numbers (PINs), parental control passwords or codes, and any other security measures made available, recommended or required by Bright House Networks. To the extent this information is acquired by any other person (through no fault of BHN), BHN may assume that I have authorized such person's use of the information. I also acknowledge that BHN's Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, BHN or certain third parties of information that may constitute personally identifiable information (as such term is used in the Federal Communications Act of 1934) about me and for which BHN may be required, under the Federal Communications Act of 1934, to obtain my consent. I agree that BHN may seek such consents (or indications of my election to "opt in" to certain BHN programs) electronically, including through the use of a "click through" screen, and that BHN is entitled to assume that any such consent or opt-in election communicated through my Services or from the location at which I receive the Services is my consent or opt-in election or has been authorized by me.

(h) I agree that BHN has no liability for the completeness, accuracy or truth of the programs or information it transmits.

(i) Data Storage Services. I agree that any online or physical data storage services provided to me by BHN are used at my sole risk and that BHN will have no liability in the event my data is corrupted or lost as a result of or while using such services. I agree that when I return BHN Equipment to BHN, I am responsible for ensuring that all of my data is removed from such BHN Equipment and acknowledge that BHN has no responsibility for any such data that I do not remove.

## 5. Special Provisions Regarding Home Phone Service

(a) I acknowledge that the voice-enabled cable modem used to provide the Home Phone Service is electrically powered and that the Home Phone Service, including the ability to access 911 Services and home security and medical monitoring Services, may not operate in the event of an electrical power outage or if my broadband cable connection is disrupted or not operating. I acknowledge that the voice-enabled cable modem may not come equipped with a backup battery. I acknowledge that I am responsible for providing, maintaining, monitoring, and/or replacing a backup battery. I acknowledge that, in the event of a power outage in my home, any battery installed inside my voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that the presence of the battery does not ensure that Home Phone Service will be available in all circumstances. I also acknowledge that, in the event of a loss of power that disrupts my local BHN cable system, the battery in my voice-enabled cable modem will not provide back-up service and the Home Phone Service will not be available.

(b) I agree that BHN will not be responsible for any losses or damages arising as a result of the unavailability of the Home Phone Service (such unavailability due to outages or a suspension of my account), including the inability to reach 911 or other emergency Services, the inability to contact my home security system or remote medical monitoring service provider. I acknowledge that BHN does not guarantee that the Home Phone Service will operate with my home security and/or medical monitoring systems, and that I must contact my home security or medical monitoring provider in order to test my system's operation with the Home Phone Service. I agree that I am responsible for the cost of any such testing or any fees for configuring my home security or medical monitoring system to work with the Home Phone Service.

(c) The location and address associated with my Home Phone Service will be the address identified on the Work Order. I acknowledge that, under Section 4(d) of this Agreement, I am not permitted to move BHN Equipment from the location and address in which it has been installed. Furthermore, if I move my voice-enabled cable modem to an address different than that identified on the Work Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Work Order and not the new address. I acknowledge that if I call 911 or another emergency Service

through a personal computer's "click2call" capability from a location other than the address listed on my Work Order, then the emergency services may not respond to the location from where the 911 call was made.

(d) I agree to provide BHN and its authorized agents with access to my telephone inside wiring at the Network Interface Device or at some other minimum point of entry in order to provide the Home Phone Service over my existing in-home wiring.

(e) I agree that in the event of a material error or omission affecting my directory listing information, regardless of form or fault by BHN, including the erroneous inclusion in published directory listings of any information that I intend not to have published, my sole remedy shall be a service credit in an amount set by BHN's then-current standard policies or an amount prescribed by applicable regulatory requirements, whichever is greater. BHN shall have no other liability for errors, omissions or mistaken inclusions in directory listings.

#### 6. Special Provisions Regarding HSD Service

##### (a) Description of HSD Service.

(i) I acknowledge that each tier or level of the HSD Service has limits on the Maximum Throughput Rate at which I may send and receive data at any time, as set forth in the price list or Terms of Use, and that the Maximum Throughput Rate may be achieved in bursts, but generally will not be sustained on a consistent basis due to the nature of the Internet, the protocols used to transmit data to and from the Internet, and BHN's facilities. I also understand that the actual Throughput Rate I may experience at any time will vary based on numerous factors, such as the condition of wiring at my location, computer configurations, Internet and BHN network congestion, the time of day at which I use the HSD Service, and the website servers I access, usage of the HSD Service inconsistent with the Terms of Use, among other factors.

(ii) I agree that BHN or ISP may change the Maximum Throughput Rate of any tier by amending the price list or Terms of Use. If the level or tier of HSD Service to which I subscribe has a specified limit on the amount of bytes that I can use in a given billing cycle, I also agree that BHN may use technical means to ensure compliance with these limits or impose other charges and fees if my use exceeds these limits, and that BHN or ISP may, upon providing notice to me, move me to a higher tier of HSD Service (which may result in higher monthly charges) or impose other charges and fees if my use exceeds these limits.

(iii) I agree that BHN may use Network Management Tools as it determines appropriate and/or that it may use technical means to ensure compliance with its Terms of Use. I further agree that BHN and ISP have the right to monitor my bandwidth usage patterns to facilitate the provision of the HSD Service and to ensure my compliance with the Terms of Use and to efficiently manage their networks and their provision of services. BHN or ISP may take such steps as each may determine appropriate in the event my usage of the HSD Service does not violate the Terms of Use. I acknowledge that HSD Service does not include other services managed by BHN and delivered over BHN's shared infrastructure, including Video Service and Home Phone Service.

(b) I may rent a cable modem from BHN or may purchase a DOCSIS-compliant, BHN-approved cable modem from a third party provider. BHN reserves the right to provide service only to users with BHN-approved DOCSIS-compliant modems. Modems not BHN-approved may not function as intended and may not receive BHN advertised services.

##### (c) Republication.

(i) I acknowledge that material posted or transmitted through the HSD Service may be copied, republished or distributed by third parties, and that the BHN Parties will not be responsible for any harm resulting from such actions.

(ii) I grant to BHN, and I represent, warrant and covenant that I have all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display in any media all material posted on the public areas of the HSD Service via my account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the HSD Service.

REDACTED - FOR PUBLIC INSPECTION

(iii) I agree that unsolicited email, or "spam," is a nuisance and that BHN and my ISP (and, if applicable, my OLP) are entitled to establish limits on the volume of email that I send. Such volume limits may be set by reference to a number of emails per day, week, month or year.

(d) Continuity of Service. In order to provide continuity of service to me, if my choice of ISP is no longer available over my local BHN cable system, I agree that BHN may provide me with an alternative ISP. In such event, BHN will notify me of the date as of which I will begin receiving service from the alternative ISP, the provision of which shall also be governed by this Agreement, and BHN will provide to me a price list for such alternative ISP service. I will have the right at any time to terminate the alternative ISP or to change my subscription to any other ISP then offered by BHN.

(e) Unfiltered Internet Access. I acknowledge that the ISP Service provides a connection to the Internet that may be unfiltered, and that the BHN Parties neither control nor assume responsibility for any content on the Internet or content that is posted by a subscriber. Although BHN or my ISP or OLP may make available certain parental control features, I acknowledge that such parental control features may not be entirely effective or foolproof and that, notwithstanding such features, I or members of my household may be exposed to unfiltered content.

(f) Use of ISP and OLP Service. I agree that BHN and/or my ISP and/or OLP has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the HSD Service, if it determines in its discretion that the material violates the terms of this Agreement, any BHN consumption limits or any other Terms of Use. Such material might include personal home pages and links to other sites. In addition, I agree that, under such circumstances, BHN may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that BHN and/or ISP and/or OLP may suspend or cancel my account for using all or part of the HSD Service in a manner that violates this Agreement or the Terms of Use.

(g) Responsibility for HSD Service. Each of BHN and my ISP (and, if applicable, my OLP) has responsibilities for the HSD Service. I acknowledge that each of my ISP and OLP may have one or more separate agreements, policies or other terms covering my rights and obligations with regard to the HSD Service ("ISP Terms" or "OLP Terms," as applicable) that are also binding on me. This Agreement does not cover any ISP or OLP features or Services that are not dependent upon distribution over BHN's cable systems (for example, dial up access or my use of ISP or OLP software that enables access to ISP or OLP features or Services through non-BHN access means) or that may otherwise be provided to me by ISP or OLP separately from the HSD Service under the ISP Terms or OLP Terms, as applicable. In the event of termination of the HSD Service, I must also contact my ISP (and, if applicable, my OLP) to ensure that these other features or Services (such as dial-up access) are properly continued or discontinued.

(h) Computer Requirements. I agree that each Computer will be free of harmful viruses and will need to meet certain minimum hardware and software requirements that will be specified for the HSD Service, and that such requirements may be changed from time to time by BHN or my ISP or OLP.

## 7. Support; Service and Repairs

(a) My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. BHN will, at its own expense, repair damage to or, at BHN's option, replace BHN Equipment, and otherwise attempt to correct interruptions of the Services, due to reasonable BHN Equipment wear and tear, or technical malfunction of the system or network operated by BHN. The Subscriber Materials contain details on contacting BHN for this support.

(b) Unless I have obtained a BHN service protection plan (if available in my area), I agree that I am responsible for all wiring, equipment and related software installed in my residence that is not BHN Equipment or BHN-licensed Software and BHN will have no obligation to install, connect, support, maintain, repair or replace any Computer, television, telephone or telephone answering device, audiovisual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software, or any cable modem, cabling or other equipment (other than BHN Equipment or BHN-licensed Software).

(c) I agree that BHN has no responsibility for the operation of any equipment, software or service other than the Services, the BHN Equipment and the BHN-licensed Software. For instance, I acknowledge that certain

commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready," may not be able to receive or utilize all available Services without the addition of a BHN converter box or other BHN Equipment for which a fee may be charged. I further acknowledge that, even if BHN furnishes other BHN Equipment to me that is compatible with my equipment, my equipment may not receive all Services available to customers using a BHN converter box. If I receive HSD Service, BHN has no responsibility to support, maintain or repair any equipment, software or service that I elect to use in connection with the HSD Service, whether provided by my ISP, my OLP or a third party. For assistance with technical problems arising from such equipment, software or Services, I should refer to the Subscriber Materials for information regarding the technical support provided by my ISP or OLP or to the support area of the ISP or OLP or to the relevant third party's material.

(d) If BHN determines that non-BHN cabling or equipment connecting my residence to BHN Equipment installed on the side of or adjacent to my residence (i.e., at a ground block) is the cause of a service problem, I agree that BHN may charge me to resolve such service problem. If available from BHN in my area, I may subscribe to a BHN service protection plan that covers service related calls within my residence. If any other support Services are available from BHN, such Services will be at additional charges as described in BHN's price list.

#### 8. Service Interruptions; Force Majeure

(a) I agree that BHN has no liability for delays in or interruption to my Services except that, if for reasons within BHN's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the HSD Service or (iii) there is a complete failure of the Home Phone Service, BHN will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. Notwithstanding the above, BHN will issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall BHN be required to credit me an amount in excess of applicable service fees. BHN will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.

(b) I acknowledge that BHN may conduct maintenance from time to time that may result in interruptions of my Services.

(c) The BHN Parties shall have no liability, except as set forth in Section 8(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.

(d) BHN is only obligated to provide the above-referenced credits for loss of Services if BHN is billing me for the relevant Service at the time of the outage. If a third party, including my ISP or OLP, is billing me, I will look solely to such third party for a credit with respect to that Service.

#### 9. Review and Enforcement

(a) BHN may suspend or terminate all or a portion of my Services without prior notification if BHN determines in its discretion that I have violated this Agreement, any of the Terms of Use or WiFi Service Terms of Use, or any Tariff(s), even if the violation was a one-time event. If all or a portion of my Services are suspended, I may be charged for the relevant Services during the suspension for a period up to 72 hours and I may be charged a fee to have my Services restored. If my account is terminated, for any reason, I will be refunded any pre-paid fees, minus any amounts due BHN. If the refund owed to me is of a minimal amount, I understand that I must contact BHN and request that the refund be issued.

(b) If I receive HSD Service, I acknowledge that BHN has the right, but not the obligation, to review content on public areas of the HSD Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.

(c) I agree that BHN shall have the right to take any action that BHN deems appropriate to protect the Services, BHN's facilities or BHN Equipment.

10. Termination of Service

(a) Either BHN or I, each in our sole discretion, may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law.

(b) If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify BHN by phone or by mail as instructed in the Subscriber Materials in order to set up a disconnect appointment and provide BHN with access to my premises to disconnect the relevant Services and recover the BHN Equipment specified on the Work Order on a DATE PRIOR TO the last day of residency. This also applies if I am receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, BHN is entitled to begin billing me for the usual charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as described in this paragraph.

(c) I cannot terminate my Services by writing "Canceled" (or any other messages) on my bill or check, or by making a disconnect appointment that does not result in BHN's physical recovery of the BHN Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by BHN shall have no legal effect.

(d) I acknowledge that notice given by me to BHN of termination of any Services may not be sufficient to terminate billing by any third party for additional or continuing Services, for example, billing by my ISP or OLP for continuing "dial up" access. I agree that I am solely responsible for contacting any such third party in addition to BHN to ensure that all such Services are terminated in accordance with the third party's terms of service, if applicable.

11. Disclaimer of Warranty; Limitation of Liability

(a) I AGREE THAT THE SERVICES ARE PROVIDED BY BHN ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. BHN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE, OR THAT THE BHN EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, I AGREE THAT MY USE OF THE HSD SERVICE (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO ME AND THE DOWNLOADING OF COMPUTER FILES) IS AT MY SOLE RISK AND THAT BHN DOES NOT WARRANT THAT THE HSD SERVICE OR EQUIPMENT PROVIDED BY BHN WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. I FURTHER AGREE THAT BHN IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT ON MY DVR. WITHOUT LIMITING THE FOREGOING:

(i) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY BHN AND/OR ISP AND/OR OLP AND/OR ANY LONG DISTANCE PROVIDER AND/OR OTHER THIRD PARTY TO ME THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS AGREEMENT AND THE BHN PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND

(ii) NONE OF THE BHN PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF MY COMMUNICATIONS VIA BHN'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR MY EQUIPMENT OR COMMUNICATIONS. I AGREE THAT NONE OF THE BHN PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. I HAVE THE SOLE RESPONSIBILITY TO SECURE MY EQUIPMENT AND COMMUNICATIONS.

(b) I ACKNOWLEDGE THAT BHN'S OR MY INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, BHN EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO MY COMPUTER(S), TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT, OR ANY CABLE MODEM, CABLING OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. I SHALL BE SOLELY RESPONSIBLE



FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE BHN PARTIES, OR THEIR VENDORS, LICENSEES OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9(a) AND 8(a) RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY BHN PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES; FOR ANY ERRORS, OMISSIONS, MISTAKEN INCLUSIONS OR PUBLICATION OF ANY DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM; FOR ANY ACTION TAKEN BY BHN TO PROTECT THE SERVICES; OR THE BREACH BY BHN OF ANY WARRANTY.

(d) I AGREE THAT THE PROVISIONS OF THIS SECTION 11 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE BHN PARTIES.

## 12. Privacy

(a) I acknowledge that BHN has provided me a separate Privacy Notice, and that Notice is deemed to be a part of this Agreement. I expressly consent to the collection, use and disclosure of my customer information as set forth in the Privacy Notice and as permitted by federal law, including the Federal Communications Act of 1934, as amended.

## 13. Consent to Phone and Email Contact

(a) I consent to BHN calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from BHN's phone marketing list. I can make this request by calling or writing my local BHN office and asking to be placed on BHN's Do Not Call List.

(b) I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from BHN's phone marketing list.

(c) I consent to BHN emailing me, at any email address, including that of a wireless or mobile device, that I provide to BHN (or that BHN issues to me in connection with the Service), for any purpose, including the marketing of BHN's current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges. I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local BHN office.

## 14. Arbitration

(a) If you have a Dispute (as defined below) with BHN that cannot be resolved, you or BHN may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may also result in limited discovery. An arbitration award is subject to limited review by a court.

(b) As used in this Provision, the term "Dispute" means any dispute, claim or controversy between you and BHN regarding any aspect of your relationship with BHN or the BHN Parties that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability, or scope of this Arbitration Provision.

(c) Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY BHN IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT

YOUR WRITTEN NOTIFICATION TO BHN MUST INCLUDE YOUR NAME, ADDRESS AND BHN ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH BHN THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH BHN OR THE DELIVERY OF SERVICES TO YOU BY BHN. IF YOU HAVE PREVIOUSLY NOTIFIED BHN OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

(d) Restrictions:

1. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF ANY STATUTE OR OTHER LAW TO THE CONTRARY, YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO SECTION 3 OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.

3. ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH BHN UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

(e) Selection of Arbitrator, and Applicable Rules and Law. The arbitration proceeding shall be administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration is initiated (collectively, "AAA Rules"). The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 800-778-7879.

The Services provided to you by BHN concerns interstate commerce, so the Federal Arbitration Act ("FAA"), not any state arbitration law shall govern the arbitrability of all Disputes. Applicable federal law or the law of the state where you receive the Services from BHN, however, shall apply to and govern the substance of any Disputes. No state arbitration statute shall apply to the arbitration proceeding.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your Dispute with BHN. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

(f) Arbitration Procedures. The party initiating the arbitration proceeding may open a case with the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. An explanation of the procedures for initiating an arbitration proceeding are available at [www.adr.org](http://www.adr.org) or by calling 877-493-4185. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by applicable law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or required by applicable law. An award granted by the arbitrator may be enforced in any court with appropriate jurisdiction over the parties.

If an award granted by the arbitrator exceeds \$75,000, either party may appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel

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will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

(g) Arbitration Hearing and Location. If the Dispute is for \$10,000 or less, you may choose whether to conduct the arbitration solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the Dispute exceeds \$10,000, the AAA Rules will determine the right to a hearing. Any in-person hearing will take place at a location convenient to you in the area where you receive the Services from BHN, unless you and BHN agree or the arbitrator orders otherwise under the AAA Rules.

(h) Payment of Arbitration Fees and Expenses. Payment of all arbitration fees and expenses will be governed by the AAA Rules. After BHN receives notice that you have initiated an arbitration proceeding, BHN will promptly reimburse you for payment of your filing fee. BHN will pay all filing, administration, and arbitrator fees and arbitrator expenses for the Dispute, unless the arbitrator determines that the Dispute is frivolous. You are responsible for paying fees and expenses for your attorneys, witnesses, and experts in arbitration, unless applicable law requires otherwise. BHN will not seek attorneys' fees and expenses in arbitration, unless the arbitrator determines the Dispute is frivolous. If the arbitrator determines that the Dispute is frivolous, you agree to reimburse BHN for previous payments it made that are otherwise your obligation to pay under the AAA Rules and applicable law.

(i) Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action and class arbitration waiver in section 14(d) is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the Dispute will be decided by a court.

If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found to be excluded from the scope of this Arbitration Provision, YOU AND BHN EACH HEREBY AGREE TO WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY TRIAL BY JURY.

(j) Survival. This Arbitration Provision will survive the termination of your Services with BHN.

(k) Exclusion from Arbitration. YOU AND BHN AGREE THAT ANY CLAIM FILED BY YOU OR BY BHN THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS WILL NOT BE SUBJECT TO ARBITRATION.

## 15. Definitions

(a) "Affiliated ISP" means Road Runner and any other ISP in which any BHN Party holds an ownership interest.

(b) "Agreement" means this Services Subscription Agreement, as it may be amended from time to time by BHN.

(c) "BHN" means the local Bright House Networks-affiliated cable operator that is providing the Services, or any cable operator to whom Bright House Networks assigns this Agreement or delegates any responsibilities under this Agreement.

(d) "BHN Equipment" means any equipment provided by BHN to me including, but not limited to, converter boxes (also known as "set top" boxes), decoders, CableCARD™, terminals, cable modems, voice-enabled cable modems, remote control units, and any other equipment or materials provided to me by BHN for use in connection with the receipt of Services. BHN Equipment does not include any Network Interface Card ("NIC") installed in my Computer. BHN Equipment does not include any cable wiring, connectors, or mounting hardware installed by BHN which, upon installation, shall become my property. Cable wiring includes for aerial installations the wiring to the utility pole and for underground installations the wiring to the utility pole or pedestal. Ownership of BHN installed wiring and facilities in multiple dwelling units shall be governed by any agreement between BHN and the building owner and applicable rules and regulations of the Federal Communications Commission ("FCC").

(e) "BHN Parties" means BHN and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.

(f) "Computer" means the personal computer(s) located at my residence that will be used to access the HSD Service, as specified on the accompanying Work Order.

(g) "Home Phone Service" means the BHN phone service that provides users with the ability to send and receive local and/or long distance calls and to access additional related features and functions through BHN's cable systems.

(h) "DVR" means a set-top box or other device enabled with a digital video recorder that is provided to me by BHN.

(i) "HSD Service" and "High Speed Data Service" mean the online content, features, functions and Services (which may include Internet access) of the ISP or OLP selected by me, as provided over BHN's cable systems.

(j) "Including" or "include" shall mean inclusion, without limitation.

(k) "ISP" means the Internet service provider selected by me from among those offered now or in the future by BHN for the HSD Service. My ISP is the entity that provides my Internet connectivity.

(l) "Maximum Throughput Rate" means the highest Throughput Rate provided by the level or tier of HSD Service to which I subscribe.

(m) "Me," "My," and "I" mean the account holder identified on the Work Order who is authorized by BHN to access and use the Services.

(n) "Network Management Tools" means tools and techniques that may be used by BHN as it determines appropriate in order to efficiently manage its network, ensure a quality user experience for its subscribers and ensure compliance with the Acceptable Use Policy. Examples of Network Management Tools can be found in the Acceptable Use Policy, <http://brighthouse.com/>.

(o) "OLP" or "On-line Provider" means a provider of on-line content, features, functions and Services that are used in conjunction with my ISP Service (and whose service may be purchased with an ISP Service as part of a combined offering) but that does not itself provide Internet connectivity.

(p) "Services" means any and all Services provided to me by BHN, which may include Video Service, High Speed Data Service, Home Phone Service, WiFi Service and equipment based Services such as digital video recorder Services.

(q) "Software" means the computer software, if any, licensed by ISP or OLP to me to access the HSD Service, or licensed by BHN to me to facilitate installation or use of my ISP's or OLP's service or any other Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any BHN Equipment.

(r) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by BHN or any third party (including my ISP or OLP) regarding use of the Services.

(s) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 12(a), as it may be amended from time to time by BHN.

(t) "Tariff(s)" means the materials describing the terms upon which BHN offers Home Phone Service, which have been filed at the Public Service Commission or comparable state agency serving the jurisdiction in which I live.

(u) "Terms of Use" means all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by BHN regarding permissible or impermissible uses of or activities related to, the HSD Service.

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(v) "Throughput Rate" refers to the amount of data that can be transferred between my location and the BHN facilities serving my location over a given period of time. Throughput Rates described in all BHN materials, including marketing materials, price lists and Terms of Use refer to Maximum Throughput Rates.

(w) "Video Service" means video and/or audio programming Services such as basic, standard, digital and premium Services, Services provided on a per-channel or per-program basis, pay-per-play, pay-per-view or VOD.

(x) "VOD" means video on demand.

(y) "WiFi Service" means Bright House Networks WiFi service and Cable WiFi™ service, collectively. Cable WiFi is a service offered by Bright House Networks, Cox Communications, Comcast Corporation, Time Warner Cable, and Cablevision, which allows Internet subscribers of those companies to access the other companies' available and authorized WiFi networks.

(z) "WiFi Service Terms of Use" means all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by BHN regarding permissible or impermissible uses of or activities related to, the WiFi Service.

(aa) "Work Order" means the Bright House Networks work order provided to me in connection with the installation or commencement of my Service(s).

#### 16. Indemnification

I agree to defend, indemnify and hold harmless the BHN Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to my use of the Services or otherwise arising out of the use of my account or any equipment or facilities in connection therewith, or my use of any other BHN products or Services or any ISP's or OLP's products or Services.

#### 17. Term

This Agreement will remain in effect until terminated by either party or superseded by a revised Subscription Agreement.

#### 18. Interpretation; Severability

Except as explicitly stated in Section 14, in the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

#### 19. Consent to Electronic Notice

I agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by BHN by such means as BHN shall determine in its discretion. Without limiting the foregoing, I agree that BHN may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to this Agreement, the Terms of Use, the WiFi Service Terms of Use, the Tariff(s) or the Privacy Notice, by electronic means (for example, email or online posting). An online version of this Agreement, the Terms of Use, the WiFi Service Terms of Use, the Subscriber Privacy Notice and any applicable Tariff(s), as so changed from time to time, will be accessible at [www.brighthouse.com](http://www.brighthouse.com) or can be obtained by calling my local BHN office.

#### 20. Waiver

I agree that failure by BHN to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

#### 21. Assignment

I understand that my Services are being provided only to the location identified on my Work Order and that I am not allowed to transfer all or any portion of the Services, or BHN's Equipment, to any other person, entity or location, including a new residence. I agree that I may not assign or transfer this Agreement. BHN may transfer or assign any portion or all of this Agreement at any time without notice to me, and I waive any such notice which may be required.

## 22. Effect of Applicable Law; Reservation of Rights

This Agreement, the Work Order, the Terms of Use, and the WiFi Service Terms of Use are subject to all applicable federal, state or local laws and regulations, including any applicable franchise agreement, in effect in the relevant jurisdiction(s) in which I receive my Services. If any provision of this Agreement, the Work Order, the Terms of Use or the WiFi Service Terms of Use contravene or are in conflict with any such law or regulation, or if I am entitled to more favorable rights under any such law or regulation than are set forth in any provision in this Agreement, the Work Order, the Terms of Use or the WiFi Service Terms of Use, then the terms of such law or regulation, or the rights to which I am entitled under such law or regulation, shall take priority over the relevant provision of this Agreement, the Work Order, the Terms of Use or the WiFi Service Terms of Use. If the relevant law or regulation applies to some but not all of my Service(s), then such law or regulation will take priority over the relevant provision of this Agreement, the Work Order, the Terms of Use or the WiFi Service Terms of Use only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by me or BHN of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

## 23. Parental Control Device

I acknowledge that I have been advised of the availability of BHN's parental control device which can filter or block certain programming. Additional information about the device is available at [www.brighthouse.com](http://www.brighthouse.com) or contact BHN by phone.

## 24. Conflicting Terms

In the event of a conflict in the terms and conditions between this Agreement and the accompanying Work Order, then the terms and conditions of this Agreement shall control.



## Our Policies

# WiFi Service Terms of Use

Updated April 2014

Bright House Networks WiFi is eligible to Bright House Networks customers and non-customers who are authorized by Bright House Networks to use the WiFi Service. Cable WiFi™ is a service offered by Bright House Networks, Cox Communications, Comcast Corporation, Time Warner Cable, and Cablevision, which allows Internet subscribers of those companies to access the other companies' available and authorized WiFi networks. Bright House Networks WiFi and Cable WiFi™ are collectively referred to herein as the "WiFi Service."

You must accept these WiFi Terms of Service prior to using the WiFi Service. Your use of the WiFi Service constitutes your acceptance of these Terms of Service, as well as the Bright House Networks Acceptable Use Policy, which is incorporated by reference herein. If you are a customer of Bright House Networks, you further acknowledge that you are bound by the Bright House Networks Agreement for Residential Services and Customer Privacy Notice, which are incorporated by reference herein. When you are accessing the WiFi network of one of the other Cable WiFi™ companies, their Terms of Service, Privacy Policy, and network rules apply.

### Access to and Use of Bright House Networks WiFi Service

In order to access the WiFi Service, you must provide your Bright House Networks customer ID, password and/or certain other information that may be requested from time to time. We may also automatically collect certain information, such as MAC address and device type, in order to provide you services and improve your service experience. In order to facilitate your use of the Cable WiFi™ service when outside your home market, we will also have to share certain information with the other companies participating in Cable WiFi™. You hereby agree that Bright House Networks may share this information with the other Cable WiFi™ member companies as needed to facilitate your access to Cable WiFi™.

You acknowledge and agree that you will be responsible for all activities during any session using the WiFi Service. You may use the WiFi Service solely for your own lawful personal purposes. You may not provide any third party with your Bright House Networks customer ID for the purpose of accessing the WiFi Service. You may not in any way distribute, resell or otherwise provide third parties with access to or use of the WiFi Service. Your use of the WiFi Service may be terminated or suspended by Bright House Networks or any Cable WiFi™ member companies if Bright House Networks or the other Cable WiFi™ member companies reasonably believe these Terms of Service have been violated. In the event there is a conflict between these Terms of Service and any other agreement governing access to the WiFi Service, then this agreement shall prevail.

In order to use the WiFi Service, you must have a WiFi-enabled device that (a) meets U.S. and WiFi Alliance standards; (b) is compatible with the WiFi network; (c) renders web pages in a standard HTML browser application; (d) runs IP protocol; and (e) is configured to obtain web addresses automatically. The WiFi device must be in close enough proximity to Bright House Network's wireless access points to achieve connectivity with the WiFi network. Actual WiFi coverage, locations and quality may vary.

You agree that Bright House Networks will use its best efforts to provide useful and reliable WiFi Service, but acknowledge that WiFi utilizes public, unlicensed radio-frequency spectrum. As such, the WiFi Service is subject to external interferences, environmental influences, and other factors and variables beyond Bright House Networks' reasonable control. The WiFi Service, performance and availability may vary, including but not limited to or affected by, (a) transmission and download speed and accuracy; (b) network congestion; (c) performance, configuration, and functionality of your WiFi devices and wireless cards (including, but not limited to memory, storage and other limitations); (d) physical obstructions and distances between your WiFi device and the WiFi network; (e) availability of electric power; (f) collocation failures; (g) transmission and equipment limitations, failures, maintenance or repair; and (h) user error. We are not responsible for data lost or misdirected due to these and other foreseeable and unforeseeable factors. Network speed is an estimate and is no indication of the speed at which your WiFi device or WiFi will operate. Actual network speed and other performance will vary. In order to maintain acceptable levels of service for all WiFi customers and to improve this service, we reserve the right to monitor the use of and reasonably manage the WiFi Service and to make such adjustments to the use of such services as necessary to maximize the benefit and enjoyment for all WiFi Service users. Additionally, the WiFi Service may use automated processes to monitor and scan communications over the WiFi network in order to maintain and provide services, improve your experience, ensure the integrity of your communications, convey messages related to your WiFi account, deliver relevant advertising and for various other purposes related to the provision of the WiFi Service. By using the WiFi Service, you acknowledge and consent to Bright House Networks automated processing of your communications through the WiFi network, including information such as your IP or MAC address, Bright House Networks customer ID, HTTP requests and other information related to the provision of this service.

#### Service Subject To Interception and Unauthorized Use

You acknowledge that communications over the WiFi network may be subject to interception by unauthorized third parties. Although Bright House Networks uses commercially reasonable efforts to provide you with a secure and reliable service, your use of the WiFi Service is AS IS and AS AVAILABLE and we cannot and do not make any general or specific warranties regarding the security, availability, performance or other functionality of the WiFi Service. You are responsible for implementing your own security protections while using the WiFi Service. In the event you become aware of any unauthorized use of the WiFi Service any other security breach (including but not limited to third-party use of your ID and password), you agree to immediately notify us. Bright House Networks expressly disclaims any responsibility or liability for your use of the WiFi Service and for any lack of security that may result from your use of WiFi. You agree to hold Bright House Networks harmless for the failure of any data transmission, loss of any file, data or other information while using the WiFi Service, and for any unauthorized access to or utilization by any third party of any personal, financial, or other sensitive information.

You understand and agree that the Bright House Networks WiFi "watermark" bearing our logo and other information may appear superimposed from time to time over portions of website pages you visit, that the watermark is intended solely to identify the WiFi Service as the source of your wireless Internet access service, and that this in no way indicates Bright House Networks approval of or responsibility for the content of such websites, which are solely the responsibility of the website operators and/or content providers.

You further agree that you will not seek to hold Bright House Networks responsible in any way for any third party website content or the operation of any third party website accessed via the WiFi Service, or for the appearance of our WiFi "watermark" over a portion of any website.

#### Changes to the WiFi Service and these Terms of Use

You agree that Bright House Networks may for any reason, and without notice to you, modify or terminate



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WiFi Service and these Terms of Use without liability to you, any user or any third party. We encourage you to review these Terms of Use periodically so that you will be aware of any modifications. Your ongoing use of the WiFi Service after changes are posted means you agree to the changed Terms of Service.

Miscellaneous Provisions

The rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of New York. If any parts of the Terms of Service are held by a court of law to be unenforceable, the remainder of these Terms of Service shall remain in full force and effect and the unenforceable provisions shall be interpreted as closely as reasonably possible to reflect the original intentions of the parties. This is the complete and entire agreement between you and Bright House Networks with respect to your use of the WiFi Service.

ARBITRATION

By using the WiFi Service, you agree to arbitration of any disputes arising out of or relating to these Terms of Service or the WiFi Service. If you are also a Bright House Networks Internet customer, you are already subject to the arbitration requirement unless you timely opted out according to the opt-out procedures in the arbitration section of the Agreement for Residential Services.



## Our Policies

# BHTV App End-User License Agreement and Notice

Bright House Networks, LLC  
Bright House TV Client Application  
END-USER LICENSE AGREEMENT AND NOTICE

Last revised: March 14, 2012

This End-User License Agreement and Notice ("Agreement") governs your use of the Bright House TV Client Application (the "Software") produced by Bright House Networks, LLC ("BHN").

Please read this Agreement carefully. Your use of the Software will constitute your agreement to comply with these terms and conditions, as well as the terms and conditions of our User Agreement and Terms and Conditions of Use and Privacy Policy. In the event of any ambiguity, inconsistency or conflict between this Agreement and the User Agreement and Terms and Conditions of Use or Privacy Policy, the terms and conditions of this Agreement shall control and prevail.

If you do not agree with the rules contained in this Agreement, the User Agreement and Terms and Conditions of Use, or the Privacy Policy, then you are not permitted to use the Software.

The following rules may be modified from time to time. Continued use of the Software by you will constitute your acceptance of any changes or revisions to this Agreement.

Your failure to follow BHN's rules, whether listed below or in supplemental notices posted at various points in the Software, may result in termination of your access to the Software, without notice, in addition to BHN's other remedies.

1. **Registration and Account Creation.** You may be required to provide BHN with certain registration information. You agree and represent that all registration information provided by you is accurate and up to date. If any of your registration information changes, you must update it by visiting the My Services section of BHN's website at <https://profile.brighthouse.com/residential/login/> for residential customers or <https://profile.brighthouse.com/business/login/> for Business Solutions customers.

2. **Fees and Payment.** Upon prior notice to you, BHN may charge you fees for the Software or for services provided by BHN and enabled by the Software. Any fees and payment thereof will be governed by the terms of your Bright House Networks Agreement for Residential Service or Bright House Networks Business Solutions Services Master Agreement, as applicable (the "Service Agreement"). In the event of nonpayment of fees for any reason, BHN reserves the right to either suspend or terminate your account and all its

obligations under this Agreement.

3. License Grant. BHN hereby grants to you and you accept a limited, non-exclusive, non-transferable, revocable license to install and use the object code version of the Software solely for your own reasonable, personal, non-commercial (if you are a residential customer) use of BHN's Bright House TV service in your home (if you are a residential customer) or place of business (if you are a Business Solutions customer) within the United States. You agree not to (a) make copies of the Software other than for backup purposes, (b) transfer, sub-license, resell, lease, lend, export, distribute, display, publish, modify, decompile, reverse engineer, or create derivative works from, all or any part of the Software, (c) view or manipulate any source code version of the Software, or (d) provide access to the Software to any other person or entity, in any way, including but not limited to communicating any passwords or access codes.

4. Term. This Agreement commences on the day you access the Software. In the event you breach any provision of this Agreement, this Agreement will automatically terminate in the event you do not cure such breach within three (3) days after such breach.

5. BHN's Rights; Your Obligations. You acknowledge that the Software is the sole and exclusive property of BHN. By accepting this license you do not become the owner of all or any part of the Software. You further agree not to assign this Agreement to any person or entity without the prior written consent of BHN. You agree that you will use your best efforts and take all reasonable steps to protect the Software from unauthorized reproduction, publication, disclosure or distribution. You agree to promptly provide BHN with written notice of any unauthorized reproduction, publication, disclosure or distribution. Your use of the Software is subject to a number of restrictions, which include the following:

You must be a BHN customer in good standing, with a video package of Digital Basic or higher to use the Software;

If you are a residential customer, you may not share your access to the Software with any third parties, other than household members and household guests; and

You must secure (for example, password protect) your wireless network.

The programming, data, graphics and related information you access when using the Software ("Content") constitutes part of BHN's "Services," as that term is defined and used in your Service Agreement. You may not copy, publicly perform or retransmit the Content.

6. Disclaimer of Warranty and Support. THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT UPGRADES, MAINTENANCE OR SUPPORT OF ANY KIND. BHN MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ANY SERVICE ENABLED BY THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT, ABSENCE OF VIRUSES OR OTHER HARMFUL CODE, AND NONINFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. BHN DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BHN OR ANY BHN REPRESENTATIVE SHALL CREATE A WARRANTY. You acknowledge that the Software is not intended for use in the operation of nuclear facilities, aircraft navigation, or air traffic control machines, or in any other context where failure of the Software could lead to death, personal injury, or severe physical or environmental damage.

7. Limitation of Liability. BHN DISCLAIMS ANY AND ALL LIABILITY FOR THE ACCURACY OR CORRECTNESS OF THE INFORMATION IN THE SOFTWARE AND FOR ANY LOSS OR DAMAGE CAUSED BY BHN OR THE SOFTWARE OR ANY ERRORS OR OMISSIONS IN THE SOFTWARE. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL BHN BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SOFTWARE, OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF BHN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BHN'S TOTAL LIABILITY TO YOU OR ANY OTHER PARTY, UNDER ANY REMEDY OR THEORY OF LAW, EXCEED THE TOTAL AMOUNT PAID TO BHN BY YOU FOR THE USE OF THE SOFTWARE.

8. Termination of Access to Software. BHN has the right to terminate your access to the Software, for any reason, without notice.

9. Third-Party Terms and Conditions.

1. Terms and Conditions Applicable to the Bright House TV Client Application for iOS Devices (iPad, iPhone, iPod touch, etc.). The following terms and conditions shall only apply with respect to any version of the Software for iOS devices:

1. Acknowledgment: You and BHN acknowledge that this Agreement is concluded between you and BHN only, and not with Apple Computer, Inc. ("Apple"), and BHN, not Apple, is solely responsible for the Software and the content thereof. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed as providing for usage rules for the Software that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise be in conflict with, the App Store Terms of Service as of December 17, 2009 (which BHN acknowledges it has had the opportunity to review).
2. Scope of License: The license granted to you for the Software is limited to a non-transferable license to use the Software on any iOS device that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
3. Maintenance and Support: BHN is solely responsible for providing any maintenance and support services with respect to the Software, as specified in this Agreement, or as required under applicable law. You and BHN acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.
4. Warranty: BHN is solely responsible for any product warranties with respect to the Software, whether express or implied by law, to the extent not effectively disclaimed in this Agreement. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price, if any, for the Software; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Software to conform to any applicable warranty will be BHN's sole responsibility.
5. Product Claims: You and BHN acknowledge that BHN, not Apple, is responsible for addressing any claims of you or any third party relating to the Software or your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed as limiting BHN's liability to you beyond what is permitted by applicable law.
6. Intellectual Property Rights: You and BHN acknowledge that, in the event of any third party claim that the Software or your possession and use of the Software infringes that third party's intellectual property rights, as between BHN and Apple, BHN, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; provided that you will be responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim caused by any act or omission by you in breach of this Agreement.
7. Legal Compliance: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. Developer Name and Address: If you have any questions, complaints or claims with respect to the Software, please contact BHN in writing at:

Bright House Networks, LLC  
5000 Campuswood Drive  
East Syracuse, NY 13057

or by phone or e-mail at your local BHN office listed on the Contact Us section of BHN's website

9. Third Party Terms of Agreement: You agree to comply with any applicable third party terms of agreement when using the Software.

10. Third Party Beneficiary: You and BHN acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary hereof.

10. Data Transmission. You acknowledge and agree that the Software may collect and transmit to BHN (a) your username and password and other login information in order to authenticate you and (b) data regarding usage and performance of the Software and viewing of any content transmitted through the Software in order to allow BHN to (i) track adoption, usage and performance of the Software, (ii) make decisions regarding further development, distribution, promotion and/or commercialization of the Software and/or other software, and (iii) make other uses of such data as described in the Privacy Policy. BHN will not sell or disclose such data to third parties for the purpose of marketing unrelated products and services to you.

11. Jurisdiction. You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of New York and the United States applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in New York, New York. In addition, you agree to submit to the exclusive personal jurisdiction and venue of such courts.

12. Force Majeure. BHN shall not be liable for delays in performing or failure to perform this Agreement or any obligations hereunder, which are directly attributable to causes beyond its reasonable control, including but not limited to, acts of God, fires, strikes, labor disputes, war, acts or intervention by any governmental authority, failure of a common carrier, supplier, hardware, software, browser, or communications equipment, or network failure, congestion, or malfunction.

13. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding except as set forth above

Please read the terms of this Agreement carefully. By clicking on the "Yes, I agree!" button below you are accepting and agreeing to the terms of this Agreement with BHN. If you are agreeing to this Agreement on behalf of a company, you represent that you are authorized to bind the company to such a license. If you do not meet this criterion or you do not agree to any of the terms of this Agreement, please click on the "No, I disagree!" button below or exit this page.



## **Our Policies**

# Bright House Networks Modem Policy

Updated September 2012

Our goal is to provide you with enriched, high quality services. This document describes Bright House Networks ("BHN") policy for equipment used in connection with your High Speed Internet and Home Phone services.

To use your High Speed Internet and Home Phone services, you will need a cable modem or an embedded Multimedia Terminal Adapter ("eMTA"), collectively "referred to as "Modem" or "Modems". You have the option of leasing a Modem from BHN, or you may use a DOCSIS-compliant Modem purchased from a third party retailer.

If you are using a BHN Modem, you will be assessed a Modem charge on your monthly billing statement. This charge includes technical provisioning, support and maintenance of the Modem. BHN will also repair and replace a BHN Modem for you at no additional charge.

If you are using your own DOCSIS-compliant Modem, you will not be assessed a Modem charge on your monthly billing statement. Please go to our support article for the most current list of DOCSIS-compliant Modems supported by BHN.

If the modem you provide is an eMTA, please be aware that BHN must install, secure, and provision that eMTA for use with Home Phone services. Additional service and installation charges may apply for installing and provisioning customer-owned eMTAs.

Whether the Modem is owned by you or by us, BHN may upgrade or change the firmware in the Modem at anytime. We perform firmware upgrades or changes for different purposes, such as improving the overall quality and experience of your High Speed Internet and Home Phone services. We may perform these upgrades or changes remotely or onsite.

Please be advised that BHN may not be able to upgrade or change the firmware on customer-owned Modems that are not supported by BHN. As a result, BHN reserves the right to provide services only to customers with BHN supported DOCSIS-compliant Modems. We do not guarantee the performance of your High Speed Internet or Home Phone service with a customer-owned Modem, including throughput speeds or bandwidth commitments. Please understand that non-compliant customer-owned Modems may not properly function or perform on the BHN network. BHN is not responsible for maintenance, repairs, or for service degradations related to customer-owned Modems.

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## EXHIBIT 49



Bright House Networks DMA Media Spend Analysis 2015

	Tampa/St. Pete (Sarasota)	Orlando/Daytona/ Melbourne	Bakersfield	Detroit	Indianapolis	Birmingham (Anniston/Tuscaloosa)	Columbus GA	Dothan	Mobile/ Pensacola	Montgomery/Selma	Panama City	Tallahassee/ Thomasville
TV (includes programming contracts)	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -	\$ {{ }}	\$ {{ }}	\$ -		\$ -	\$ {{ }}	\$ {{ }}	\$ -
Radio	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -	\$ {{ }}	\$ {{ }}	\$ -		\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -
Outdoor	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -		\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -
Print (less legals)	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -		\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -
Web	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -		\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}
<b>Total Media Spend</b>	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ -		\$ {{ }}	\$ {{ }}	\$ {{ }}	\$ {{ }}
BHN Homes Passed	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}			{{ }}	{{ }}	{{ }}	{{ }}
DMA Homes	1,859,820	1,489,710	219,000	1,828,230	1,073,090	686,080	217,060	97,150	528,440	228,580	139,090	265,160
% Served **	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%
Waste = % Not Served	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%	{{ }}%

\*\* Homes served may exceed DMA TV households due to system boundaries crossing primary DMA boundaries.

Tampa/St. Petersburg (Sarasota)

{{ }}

Mobile/Pensacola

{{ }}

Orlando/Daytona/Melbourne

{{ }}

Birmingham (Anniston/Tuscaloosa)

{{ }}

Montgomery/Selma

{{ }}

Bakersfield

{{ }}

Columbus, GA

{{ }}

Panama City

{{ }}

Detroit

{{ }}

Tallahassee/Thomasville

{{ }}

REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 56

REDACTED -- FOR PUBLIC INSPECTION

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REDACTED FOR PUBLIC INSPECTION

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REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 57

REDACTED – FOR PUBLIC INSPECTION

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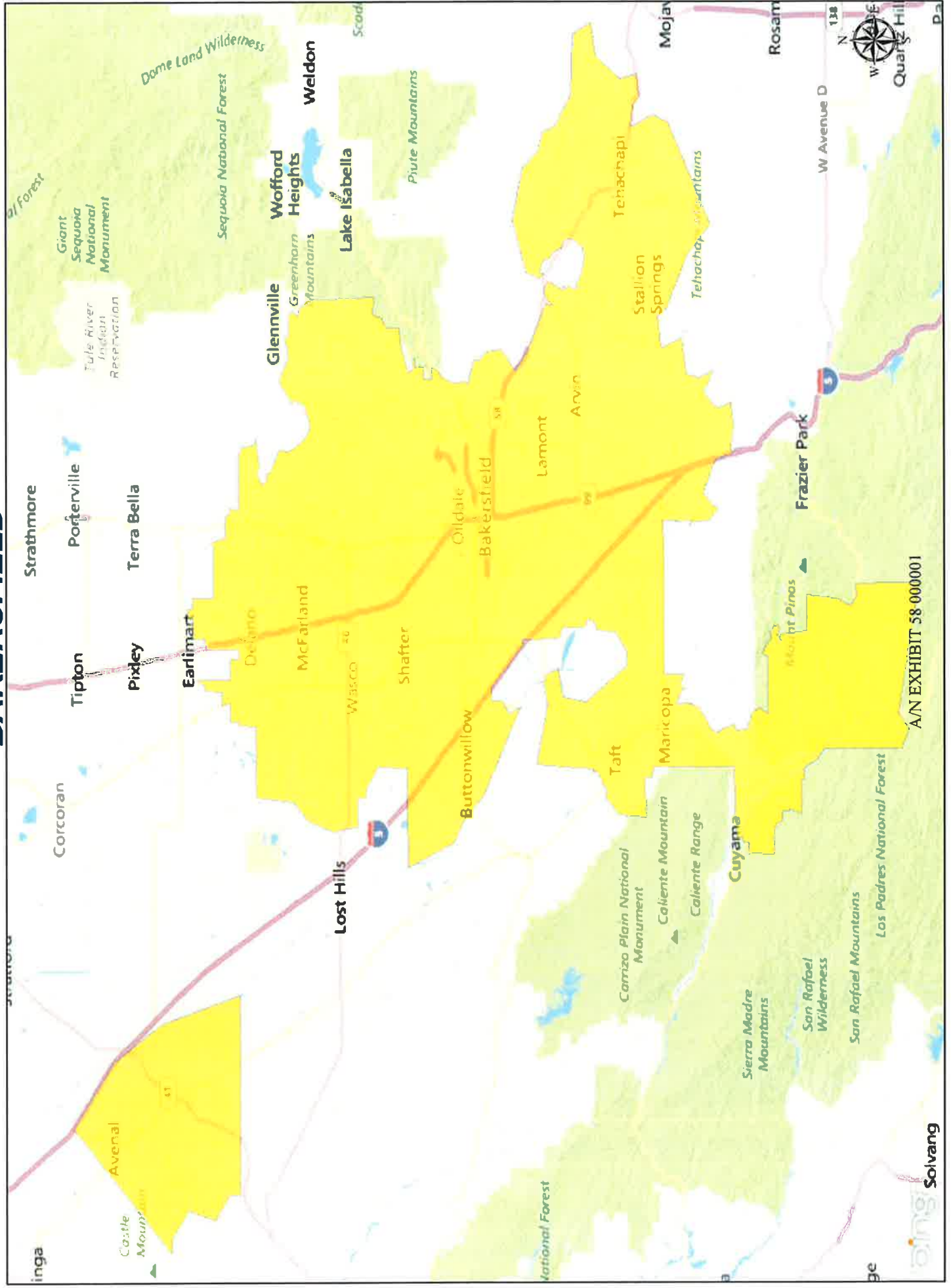
REDACTED FOR PUBLIC INSPECTION

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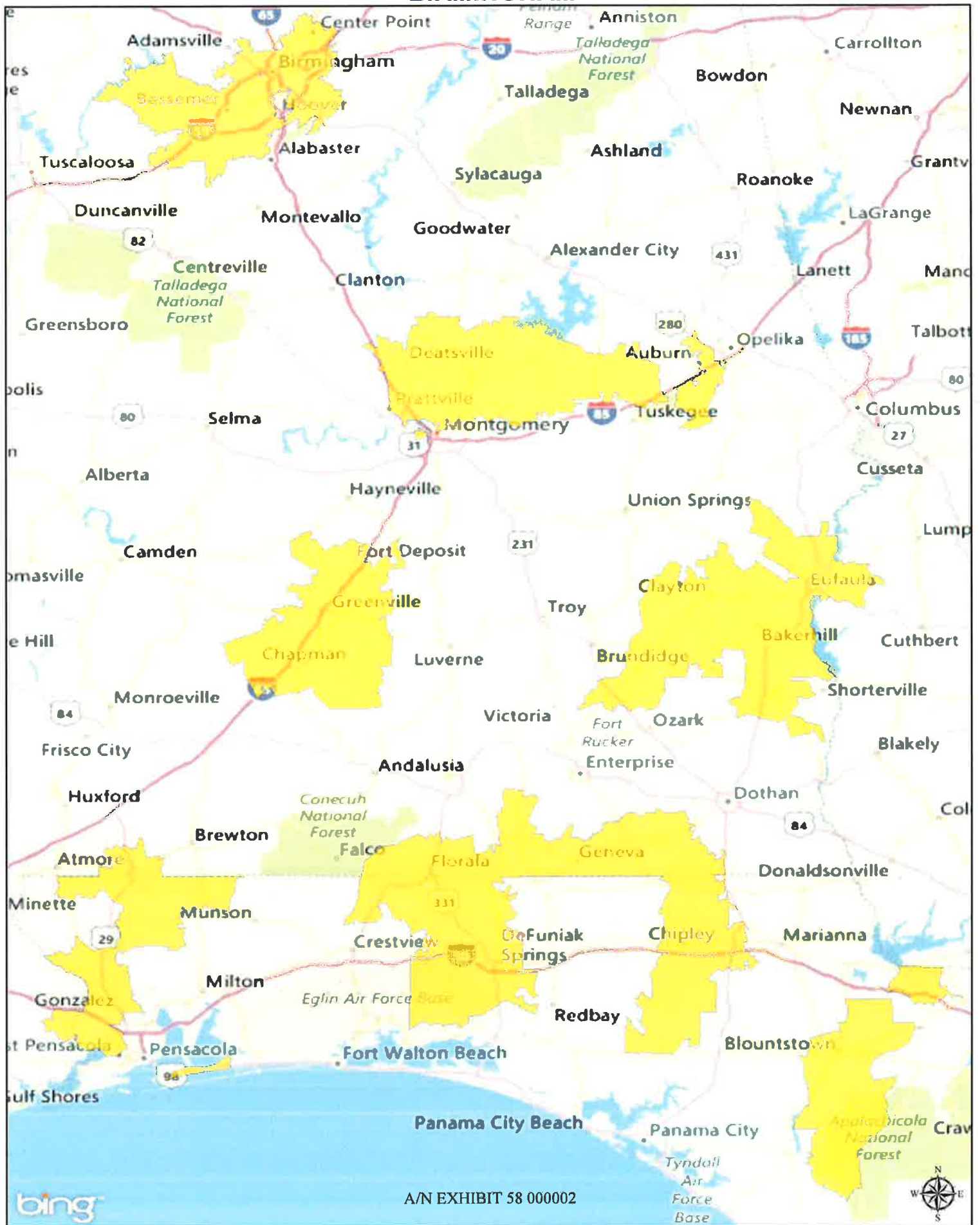
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## EXHIBIT 58

# BAKERSFIELD

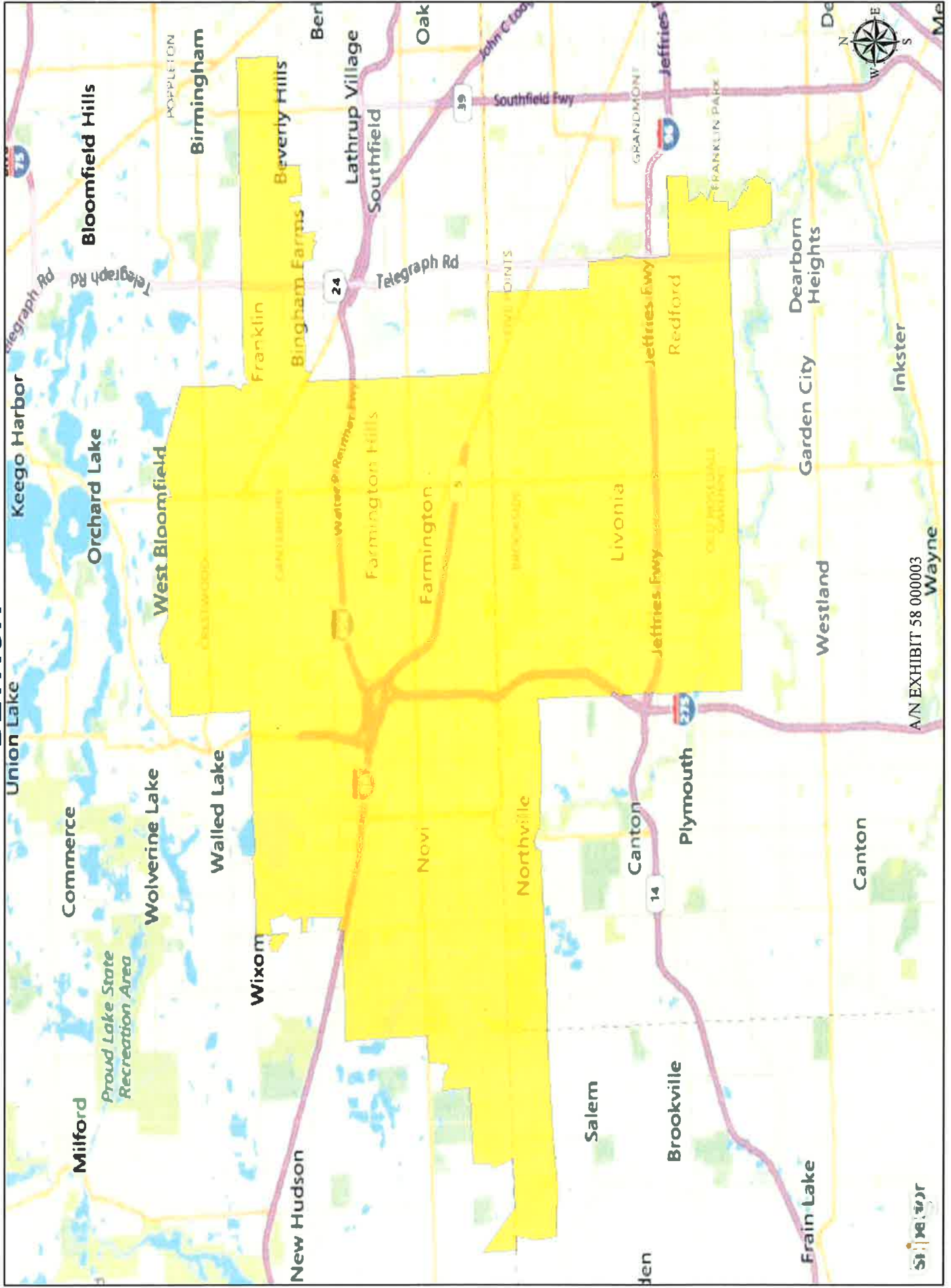


# BIRMINGHAM

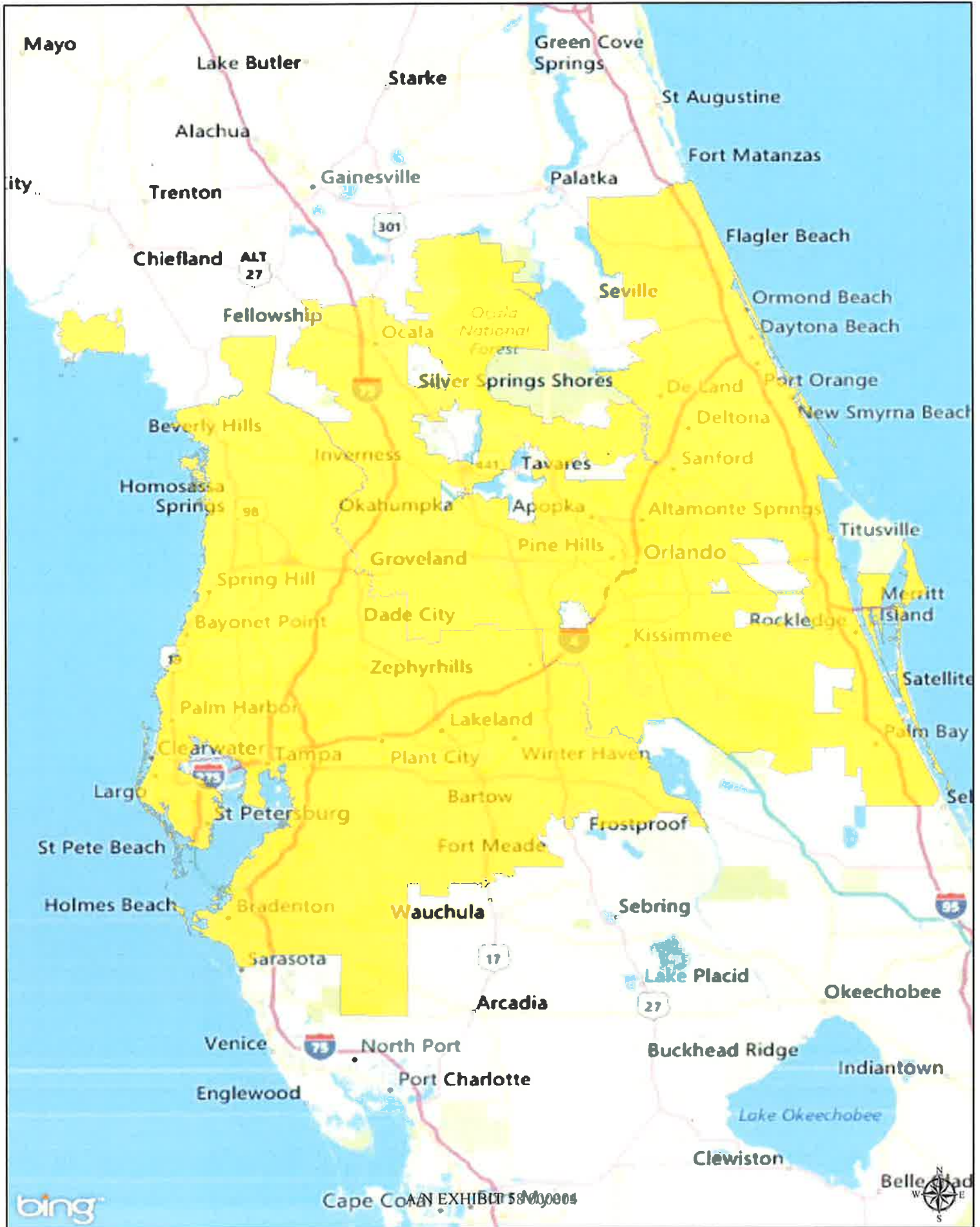




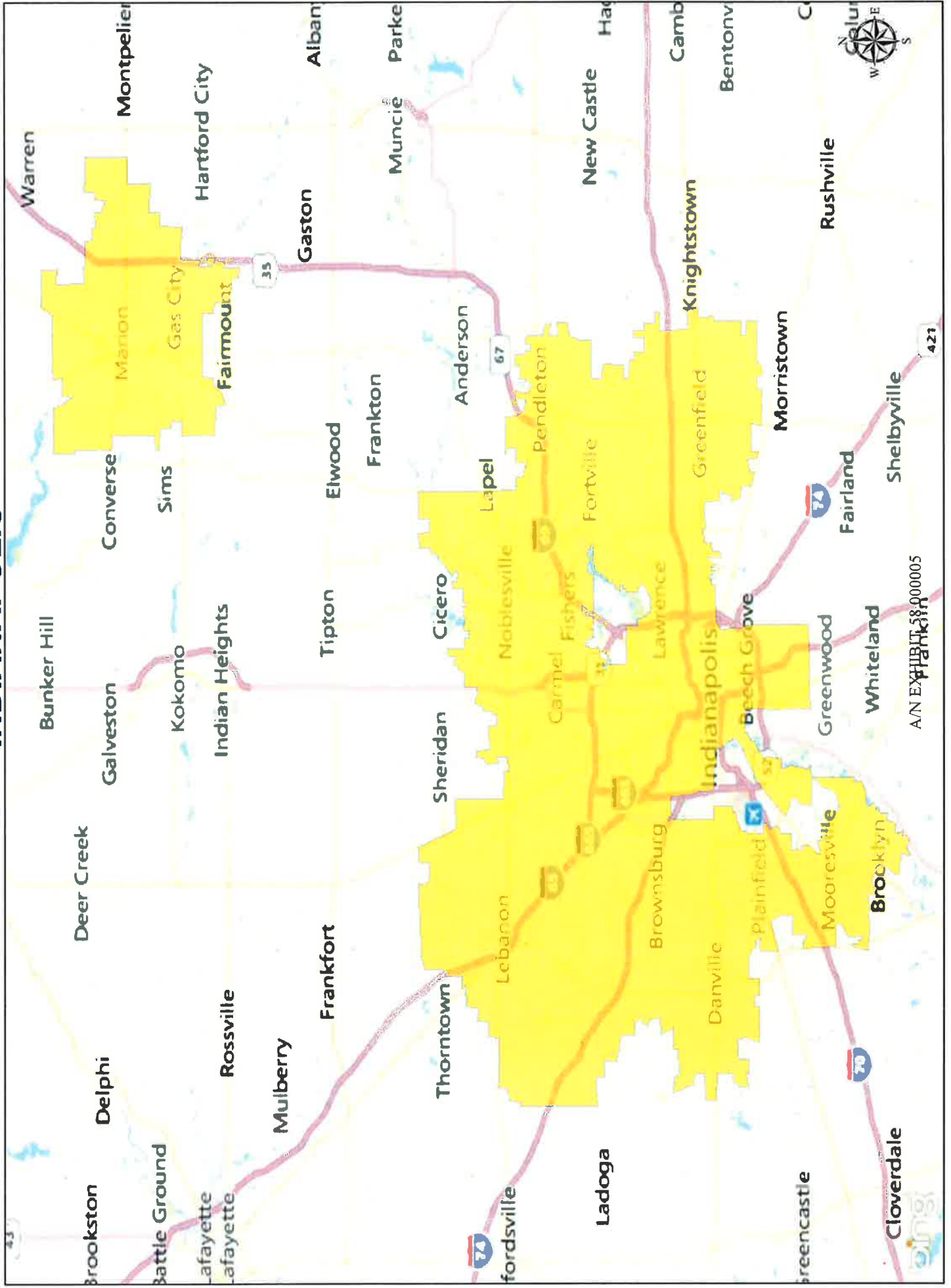
# DETROIT



A/N EXHIBIT 58 000003



# INDIANAPOLIS



REDACTED – FOR PUBLIC INSPECTION

## EXHIBIT 70

REDACTED – FOR PUBLIC INSPECTION

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## **ATTACHMENTS AND REPORTS**

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